



**US Army Corps  
of Engineers  
Savannah District**

# **Pope Air Force Base North Carolina**

---

**Invitation for Bid  
DACA21-98-B-0034  
Repair Railcar Offload/Transfer Pumps  
LI TMKH986001 A/B  
Repair Truck Offload/Receipt Pumps  
LI TMKH976004 A/B  
Volume I of III  
Sections 00010 through 00800 and  
Technical Provisions Division 1  
May 1998**

**THIS SOLICITATION IS UNRESTRICTED PURSUANT TO THE  
"BUSINESS OPPORTUNITY DEVELOPMENT REFORM ACT OF 1988"  
(PUBLIC LAW 100-656)**

**U.S. ARMY ENGINEER DISTRICT, SAVANNAH  
CORPS OF ENGINEERS  
100 WEST OGLETHORPE AVENUE  
SAVANNAH, GEORGIA 31401-3640**

# NOTICE TO BIDDERS

1. For those contracts over \$1,000,000 a SUBCONTRACTING PLAN is required of the successful LARGE BUSINESS bidder/offeror. LARGE BUSINESS bidders/offerors should submit this plan with the bid/offer. This requirement shall be one of the elements addressed by the Contracting Officer in determination of Contractor responsibility prior to award of a contract.

2. SMALL BUSINESSES are exempt from the requirement to submit a subcontracting plan. They are NOT exempt from the requirement in FAR 52.219-8 to make maximum practicable opportunity available to other small businesses for subcontracting.

3. SUBCONTRACTING PLAN REQUIREMENTS:

a. FAR CLAUSE 52.219-9: Paragraphs (d) and (e) address the items that shall be included in the subcontracting plan.

b. DFARS 219.704(a)(1) addresses the use of Historically Black Colleges and Universities and Minority Institutions (HBCU/MI) subcontractors which is a composite of the small disadvantaged business (SDB) goal.

4. DFARS 219.705-4(d) addresses review of the subcontracting plan for positive goals and the extent to which an offeror plans to use competition restricted to small disadvantaged business concerns (SDB), historically black colleges and universities, or minority institutions (HBCU/MI).

5. For additional information concerning subcontracting plan requirements, please call Ms. Gwennette Miller, Small Business Specialist, telephone (912) 652-5340.

TABLE OF CONTENTS  
CONTRACT CLAUSES/FORMS AND TECHNICAL SPECIFICATIONS - DIVISION 1

00010	Solicitation/Contract Form and Bidding Schedule
00100	Instructions, Conditions, and Notices to Offerors
00600	Representations and Certifications
00700	Contract Clauses
00800	Special Contract Requirements w/Attachment 1 to Section 00800

	DIVISION 1 - GENERAL
01040	As-Built Drawings
01200	Warranty of Construction
01330	Submittal Procedures
01400	Quality Control
01500	Temporary Construction Facility
01560	Temporary Controls
01730	Operation and Maintenance Data

Volume II - Repair Railcar Offload/Transfer Pumps  
Divisions 1 through 16

Volume III - Repair Railcar Offload/Transfer Pumps  
Divisions 1 through 16

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACA21-98-B-0034	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	05/15/98	

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	W33SJK-8105-9444	DACA21-98-B-0034
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
	DOC	DOC
US ARMY ENGINEER DISTRICT, SAVANNAH 100 WEST OGLETHORPE AVENUE PO BOX 889 SAVANNAH GA 31402-0889		US ARMY ENGINEER DISTRICT, SAVANNAH 100 WEST OGLETHORPE AVENUE SAVANNAH GA 31402-0889
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Rosetta Stewart	(912) 652-5903

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Repair Railcar Offload/Transfer Pumps and  
 Repair Truck Offload/Receipt Pumps  
 Pope Air Force Base, North Carolina

FY-98, Line Items TMKH986001A/B and TMKH976004A/B

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>365</u> calendar days after receiving	
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	005
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1400</u> (hour) local time <u>06/16/98</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)				15. TELEPHONE NO. (Include area code)			
				16. REMITTANCE ADDRESS (Include only if different than Item 14)			
CODE		FACILITY CODE					
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within ____calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)							
<div style="position: relative; height: 100%;"> <div style="position: absolute; left: -50px; top: 50%; transform: translateY(-50%); font-weight: bold;">AMOUNTS</div> <div style="position: absolute; left: 0; top: 0; width: 100%; height: 100%; border-left: 1px solid black;"></div> </div>				TAXPAYER ID _____			
18. The offeror agrees to furnish any required performance and payment bonds.							
19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)							
AMENDMENT NO.							
DATE							
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNATURE			20C. OFFER DATE
AWARD (To be completed by Government)							
21. ITEMS ACCEPTED:							
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA			
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  <input type="checkbox"/> 10 U.S.C. 2304(c) (     ) <input type="checkbox"/> 41 U.S.C. 253(c) (     )			
26. ADMINISTERED BY			CODE	27. PAYMENT WILL BE MADE BY			
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE							
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.				<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.			
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)				31A. NAME OF CONTRACTING OFFICER (Type or print)			
30B. SIGNATURE			30C. DATE	31B. UNITED STATES OF AMERICA  BY			31C. AWARD DATE

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS

REPAIR RAILCAR OFFLOAD/TRANSFER PUMPS  
AND REPAIR TRUCK OFFLOAD/RECEIPT PUMPS  
POPE AIR FORCE BASE, NORTH CAROLINA

TOTAL BID (ITEM 0001) ----- \$ \_\_\_\_\_

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
0001	Repair Railcar Offload/ Transfer Pumps and Repair Truck Offload/ Receipt Pumps, Complete	1.00	LS	_____	_____

END OF SECTION 00010

SECTION 00100

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of provision)

2 52.31-5105 I EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (JUL 1989) (Ref. EFARS 31.105)

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of clause EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE contained in SECTION 00800, SPECIAL CONTRACT REQUIREMENTS. A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available for review in Cost Engineering Branch, second floor, 100 West Oglethorpe Avenue, Savannah, Georgia. To obtain copies of EP 1110-1-8 call or write to Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, telephone 202-512-1800.

(End of provision)

3 52.0100-4806 HAND-CARRIED BIDS (OCT 1988 SASCT-C)

Bids delivered by commercial carriers are considered hand-carried bids. All commercial carrier bids should be addressed to:

U.S. Army Engineer District, Savannah

ATTN: CESAS-CT-C

100 West Oglethorpe Avenue

Savannah, Georgia 31401-3640

Hand-carried bids delivered within 15 minutes of bid opening shall be delivered to the bid opening officer in the bid opening room. Hand-carried bids delivered earlier than 15 minutes before the time set for bid opening will be delivered to the Contracting Division, A-E and Construction Branch.

(End of provision)

4 52.110-4101 AMENDMENTS

Amendments to this solicitation will be posted on the Internet at <http://www.sas.usace.army.mil/ebs/> unless the total amended compressed files are greater than 5 MBYTES in which case a new CD ROM disk will be issued. For those amendments that are only posted on the internet, a paper copy of SF30, Amendment of Solicitation/Modification of Contract," including a list of revised specifications and drawings will be mailed to each bidder.

5 52.0110-4901 I CONDITIONS GOVERNING EVALUATIONS OF OFFERS (AUG 1991)

(a) Offerors must quote on all items of the schedule, Section 00010.

(b) If an offer is modified by a lump sum adjustment to the total estimated price, the application of the lump sum adjustment to each unit price, including lump sum units in the schedule, Section 00010, must be stated, or if it is not stated, the offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every item in the schedule, Section 00010.

(End of provision)

\*1

6 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

7 52.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (NOV 1995)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--



- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
  - (2) Complete section A and forward the form to DLSC; and
  - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.  
(End of provision)

8      52.211-2            AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX  
OF SPECIFICATIONS AND STANDARDS (DODISS) (JUN 1997)

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch tone telephone. A Customer Number is required to use this system and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to Offerors and Contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Standardization Document

Order Desk, Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Facsimile No.....215-697-2978

(End of provision)

9      52.211-14           NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP  
1990)

Any contract awarded as a result of this solicitation will be /\_/ DX rated order; /X/ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

10     52.214-1            SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

11     52.214-3            AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place

specified for receipt of bids.

(End of provision)

12 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 2-201(b)(xiii))

(R 1-2.201(a)(11))

13 52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

14 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

(R SF 33A, Para 3, 1978 JAN)

15 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid

submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office To Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or

other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(End of provision)

16      52.214-18              PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

(R SF 22, Para 5, 1978 FEB)

17      52.214-19              CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

18      52.214-5000            ARITHMETIC DISCREPANCIES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

(1) Obviously misplaced decimal points will be corrected;

(2) Discrepancy between unit price and extended price, the unit price will govern;

(3) Apparent errors in extension of unit prices will be corrected;

(4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

19 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

20 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (APR 1984)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
26.2%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of \$10,000 at any

tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Cumberland County, North Carolina.

(End of provision)

(R 7-2003.14(d) 1978 SEP)

21 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

District Engineer

U.S. Army Engineer District, Savannah

ATTN: CESAS-CT-C

100 West Oglethorpe Avenue

Savannah, GA 31401-3640

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

22 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

\*1

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigation and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting: Name: Mr. Ramano M. Sundquist, PE; Address: P.O. Box 707, Pope Air Force Base, NC 28390-0709; Telephone: 910-907-3031.

(End of provision)

23 52.2214-5005 FACSIMILE MODIFICATION OF BIDS (Ref. FAR 52.214-5(c)) (JAN 1995 CESAS-CT-C)

(a) Definition. "Facsimile bid modification," as used in this solicitation means a modification to a bid that has been submitted in accordance with the solicitation.

(b) Bidders may submit facsimile bid modifications to this solicitation. These facsimile bid modifications must arrive at the place and by the time specified in the solicitation.

(c) Facsimile bid modifications must contain the signature of an official of the company.

(d) Facsimile receiving data and compatibility characteristics are as follows:

- (1) Telephone number of receiving facsimile equipment: 912-652-6001
- (2) Compatibility characteristics - CCTTT Group 3, 2, 1

(e) If the bidder chooses to transmit a facsimile bid modification,

the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile modification, including, but not limited to, the following:

- (1) Receipt of garbled or incomplete modification.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of modification.
- (5) Failure of the bidder to properly identify the modification.
- (6) Illegibility of modification.
- (7) Security of modification data.

(End of provision)

24 52.2219-5009 SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 1997 CESAS-CT-C)

(a) In accordance with FAR Clause 52.219-9, large businesses must submit a subcontracting plan. A sample subcontracting plan is located in Section 00800.

(b) The goals of the Savannah District for subcontracting to small businesses, small disadvantaged businesses, and women-owned small businesses are:

	Basic Year	Option Year
(1) Total Amount of Prime Contract	\$10,000,000	_____
(2) Total Dollars Planned for Subcontract Award (10% of Line (1))	\$ 1,000,000	_____
(3) Dollars Planned for Subcontracting to Large Business (38% of Line (2))	\$ 380,000	_____
(4) Total Dollars Planned for Subcontracting to Small Business (62% of Line (2))	\$ 620,000	_____
(A) Dollars Planned for Subcontracting to Small Disadvantaged Business (10% of Line (2))	\$ 100,000	_____
(B) Dollars Planned for Subcontracting to Women-Owned Business (5% of Line (2))	\$ 50,000	_____
(C) Dollars Planned for Subcontracting to Other Small Business (47% of Line (2))	\$ 470,000	_____

If you cannot reach the above-stated goals, you must provide written justification with your subcontracting plan detailing the reasons you cannot meet the requirements.

(End of provision)

SECTION 00600

REPRESENTATIONS & CERTIFICATIONS

1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN

FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.



(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

3      52.204-3      TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

/\_/ TIN: \_\_\_\_\_.

/\_/ TIN has been applied for.

/\_/ TIN is not required because:

/\_/ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

/\_/ Offeror is an agency or instrumentality of a foreign government;

/\_/ Offeror is an agency or instrumentality of a Federal, state, or local government;

/\_/ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

/\_/ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

/\_/ Other corporate entity;

/\_/ Not a corporate entity;

/\_/ Sole proprietorship

/\_/ Partnership

/\_/ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

/\_/ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

/\_/ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

4 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(End of provision)

5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not / / presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not / /, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are / / are not / / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with,

commission of any of the offenses enumerated in subdivision

(a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not / /, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

6 52.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)

(a) Definitions.

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding

securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.  
(End of provision)

7 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

(End of provision)

8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1629.

(2) The small business size standard is \$17,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

---

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

10 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
____ 50 or fewer	____ \$1 million or less
____ 51-100	____ \$1,000,001-\$2 million
____ 101-250	____ \$2,000,001-\$3.5 million
____ 251-500	____ \$3,500,001-\$5 million
____ 501-750	____ \$5,000,001-\$10 million
____ 751-1,000	____ \$10,000,001-\$17 million
____ Over 1,000	____ Over \$17 million

(End of provision)

11 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this

solicitation.)

Offeror represents as follows:

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

12 52.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS) (JUN 1997)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

☐ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

☐ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

☐ Black American (U.S. citizen)

☐ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

☐ Individual/concern, other than one of the preceding, currently

certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

\_\_\_\_ Other

(c) Complete the following--

(1) The offeror is \_\_\_\_\_ is not \_\_\_\_\_ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has \_\_\_\_\_ has not \_\_\_\_\_ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the offeror--

\_\_\_\_ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

\_\_\_\_ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

13      52.222-22      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It /\_/ has, /\_/ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It /\_/ has, /\_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

14      52.223-1      CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is /\_/ is not /\_/ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

(AV 7-2003.71 1977 JUN)

(AV 1-1.2302-1)



15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

/\_\_\_/ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

/\_\_\_/ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/\_\_\_/ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/\_\_\_/ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

/\_\_\_/ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

16 52.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also

include the Defense FAR Supplement clause at 252.247-7024, Notification of  
Transportation of Supplies by Sea.  
(End of provision)

END OF SECTION 00600

SECTION 00700  
CONTRACT CLAUSES

1      52.252-2                    CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

      This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: full text of a clause may be accessed electronically at these addresses:

2      52.39-4001                    52.0039-4001 Year 2000 Compliance

      The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

3      52.201-7000                    CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)  
                                      (Reference 01.602-70)

4      52.202-1 IDEFINITIONS (OCT 1995)--ALTERNATE I (APR 1984)  
                                      (Reference 2.201)

5      52.203-3 GRATUITIES (APR 1984)  
                                      (Reference 3.202)

6      52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)  
                                      (Reference 3.404)

7      52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)  
                                      (Reference 3.503-2)

8      52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)  
                                      (Reference 3.502-3)

9      52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER  
                                      ACTIVITY (JAN 1997)  
                                      (Reference 3.104-9(a))

10     52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  
                                      (Reference 3.104-9(b))

11     52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN  
                                      1997)  
                                      (Reference 3.808(b))

12     52.203-7001                    SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)  
                                      (Reference 03.570-5)

13     52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)  
                                      (Reference 4.304)

14     52.204-7000                    DISCLOSURE OF INFORMATION (DEC 1991)  
                                      (Reference 04.404-70(a))

15     52.204-7003                    CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)  
                                      (Reference 04.404-70(b))

16     52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS  
                                      DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)  
                                      (Reference 9.409(b))

17     52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)  
                                      (Reference 11.604(b))

18     52.214-26 AUDIT AND RECORDS--SEALED BIDDING (OCT 1997)  
                                      (Reference 14.201-7(a))

19     52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--  
                                      SEALED BIDDING (OCT 1997)  
                                      (Reference 14.201-7(b))

20     52.214-28 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING  
                                      (OCT 1997)  
                                      (Reference 14.201-7(c))

21     52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR  
                                      PRICING DATA--MODIFICATIONS (OCT 1997)

(Reference 15.408(m))

22 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)  
(Reference 19.708(a))

23 52.219-9 ISMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996)--ALTERNATE I (OCT 1995)  
(Reference 19.708(b)(1))

24 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)  
(Reference 19.708(b)(2))

25 52.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996)  
(Reference 19.708)

26 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)  
(Reference 22.103-5(a))

27 52.222-3 CONVICT LABOR (AUG 1996)  
(Reference 22.202)

28 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 1995)  
(Reference 22.305)

29 52.222-6 DAVIS-BACON ACT (FEB 1995)  
(Reference 22.407(a)(1))

30 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)  
(Reference 22.407(a)(2))

31 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)  
(Reference 22.407(a)(3))

32 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)  
(Reference 22.407(a)(4))

33 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)  
(Reference 22.407(a)(5))

34 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)  
(Reference 22.407(a)(6))

35 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)  
(Reference 22.407(a)(7))

36 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)  
(Reference 22.407(a)(8))

37 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)  
(Reference 22.407(a)(9))

38 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

39 52.222-26 EQUAL OPPORTUNITY (APR 1984)  
(Reference 22.810(e))

40 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984)  
(Reference 22.810(f))

\*1 41 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1998)  
(Reference 22.1308)

42 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)  
(Reference 22.1408)

\*1 43 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)  
(Reference 22.1308(b))

44 52.223-2 CLEAN AIR AND WATER (APR 1984)  
(Reference 23.105(b))

45 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)  
(Reference 23.303)

\*1 46 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)  
(Reference 23.1005)

47 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)  
(Reference 23.505(b))

48 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)  
(Reference 23.907(b))

49 52.223-7001

HAZARD WARNING LABELS (DEC 1991)  
 (Reference 23.303)

50 52.223-7004  
 DRUG-FREE WORK FORCE (SEP 1988)  
 (Reference 23.570-4)

51 52.223-7006  
 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)  
 (Reference 23.7103)

52 52.225-5 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUN 1997)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

"Components," means those articles, materials, and supplies incorporated directly into construction materials.

"Construction materials," means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Domestic construction material," means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b)(1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the excepted construction material or components listed by the Government as follows: none.

(3) Other foreign construction material may be added to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) of this clause.

(c) Request for determination. (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in

paragraph (b)(3)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) +
Item 1:			
Foreign construction material.....	.....	.....	.....
Domestic construction material.....	.....	.....	.....
Item 2:			
Foreign construction material.....	.....	.....	.....
Domestic construction material.....	.....	.....	.....

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

+ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(End of clause)

- 53 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)  
(Reference 25.702)
- 54 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS (MAY 1997)  
(Reference 25.207(b))
- 55 52.225-7031  
SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)  
(Reference 25.770-5)
- 56 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  
(SEP 1996)  
(Reference 26.104)
- 57 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)  
(Reference 27.201-2(a))
- 58 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  
(AUG 1996)  
(Reference 27.202-2)
- 59 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)  
(Reference 27.203-5)
- 60 52.227-7033  
RIGHTS IN SHOP DRAWINGS (APR 1966)  
(Reference 27.7107-1(c))
- 61 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 5 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

62 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)  
 (Reference 28.106-4(a))  
 63 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)  
 (Reference 28.310)  
 64 52.228-11 PLEDGES OF ASSETS (FEB 1992)  
 (Reference 28.203-6)  
 65 52.228-14 IRREVOCABLE LETTER OF CREDIT (OCT 1997)  
 (Reference 28.204-4)  
 66 52.228-15 Performance and Payment Bonds--Construction (SEP 1996)

(a) Definitions. As used in this clause--

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25):

(i) The penal amount of performance bonds shall be 100 percent of the original contract price.

(ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(2) Payment Bonds (Standard Form 25-A):

(i) The penal amount of payment bonds shall equal--

(A) 50 percent of the contract price if the contract price is not more than \$1 million;

(B) 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(C) \$2.5 million if the contract price is more than \$5 million.

(ii) If the original contract price is \$5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

(End of clause)

67 52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)  
 (Reference 29.401-2)  
 68 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)  
 (Reference 29.401-3)  
 69 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)  
 (Reference 29.401-5)  
 70 52.231-7000  
 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)  
 (Reference 31.100-70)  
 71 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)  
 (Reference 32.111(a)(5))  
 72 52.232-17 INTEREST (JUN 1996)  
 (Reference 32.617(a)&())  
 73 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)  
 (Reference 32.806(a)(1))

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.



(ix) Any other information or documentation required by the contract.  
(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid

automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty.

(i) A penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

- (A) Is owed an interest penalty of \$1 or more;
- (B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments

under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

- (i) Reduction of the amount of any subsequent certified application for payment; or
- (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--
  - (A) The amounts withheld under subparagraph (e)(1) of this clause; and
  - (B) The dates that such withholding began and ended; and
- (6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--
  - (i) The day the identified subcontractor performance deficiency is corrected; or
  - (ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports--

- (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--
  - (i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and
  - (ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.
- (2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--
  - (i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or
  - (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

- (1) The amount to be withheld;
- (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to

the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(End of clause)

- 75 52.232-7006 REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992)  
(Reference 32.111-70)
- 76 52.233-1 DISPUTES (OCT 1995)  
(Reference 33.215)
- 77 52.233-3 PROTEST AFTER AWARD (AUG 1996)  
(Reference 33.106(b))
- 78 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)  
(Reference 36.502)
- 79 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)  
(Reference 36.503)
- 80 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)  
(Reference 36.505)
- 81 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)  
(Reference 36.506)
- 82 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)  
(Reference 36.507)
- 83 52.236-8 OTHER CONTRACTS (APR 1984)  
(Reference 36.508)
- 84 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)  
(Reference 36.509)
- 85 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)  
(Reference 36.510)
- 86 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)  
(Reference 36.511)
- 87 52.236-12 CLEANING UP (APR 1984)  
(Reference 36.512)
- 88 52.236-13 I  
ACCIDENT PREVENTION (NOV 1991)--ALTERNATE I (NOV 1991)  
(Reference 36.513(b))
- 89 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)  
(Reference 36.515)
- 90 52.236-17 LAYOUT OF WORK (APR 1984)  
(Reference 36.517)
- 91 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)  
(Reference 36.521)
- 92 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)  
(Reference 36.522)
- 93 52.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)  
(Reference 36.570(a))
- 94 52.236-7005 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)  
(Reference 36.570(b)(3))
- 95 52.242-13 BANKRUPTCY (JUL 1995)  
(Reference 42.903)
- 96 52.242-14 SUSPENSION OF WORK (APR 1984)  
(Reference 42.1305(a))
- 97 52.242-7000 POSTAWARD CONFERENCE (DEC 1991)  
(Reference 42.570)
- 98 52.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (SEP 1996)  
(Reference 42.7206)
- 99 52.243-4 CHANGES (AUG 1987)  
(Reference 43.205(d))
- 100 52.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
(Reference 43.205-71)
- 101 52.243-7002 CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (JUL 1997)

(a) In accordance with 10 U.S.C. 2410(a), any request for equitable

adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

(b) The certification in paragraph (a) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with FAR 15.804-2; and

(2) Actual cost data and data to support any estimated costs, even if cost of pricing data are not required.

(c) The certification requirement in paragraph (a) of this clause does not apply to--

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(d) The amount requested shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(End of clause)

102 52.244-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (OCT 1997)

(Reference 44.204(a)(1))

103 52.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense (DoD)" means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract.

Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
Total.....			

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of clause)

104 52.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be

transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

105 52.248-3 I VALUE ENGINEERING--CONSTRUCTION (MAR 1989)--ALTERNATE I (APR 1984)  
(Reference 48.202)

106 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)--  
ALTERNATE I (SEP 1996)  
(Reference 49.502(b)(1))

107 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)  
(Reference 49.504(c)(1))

108 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Statement)

109 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Engineer Federal Acquisition Regulation Supplement (EFARS) (48 CFR \_ ) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

(NM)

110 52.2236-5701 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1997) (Ref. DFARS  
252.236-7001)

(a) The Government--

(1) For nonelectronic bid sets (paper copies):

(A) Will provide the Contractor, without charge, one set of large scale sepia and ten (10) sets of half-size contract drawings and specifications except publications incorporated into the technical provisions by reference;

(B) Will furnish additional sets on request, for the cost of reproduction; and

(C) May, at its option, furnish the Contractor one set of reproducible, or half-size drawings, in lieu of the drawings in paragraph (a)(1) of this clause.

(2) For electronic bid sets (CDs):

(A) Will provide the Contractor, without charge, one CD with amendment narrative(s) and contract drawings and specifications except publications incorporated into the technical provisions by reference;

(B) Will furnish additional CDs on request, for the cost of reproduction.



(b) The Contractor shall--  
    (1) Check all drawings furnished immediately upon receipt;  
    (2) Compare all drawings and verify the figures before laying out the work;  
    (3) Promptly notify the Contracting Officer of any discrepancies; and  
    (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).  
(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.  
(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.  
(e) The work shall conform to the specifications and the contract drawings identified on the index of drawings.  
    (End of clause)

111      52.253-1                      COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.  
(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.  
(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

    (End of clause)  
                    END OF SECTION 00700

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1 52.000-4401 II ACCOUNTING AND APPROPRIATION DATA (APR 1989 CESAS-RM)  
2182050 808 8021 P7000 3200 S09133  
(End of clause)

2 52.28-5307 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:  
Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.  
Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.  
Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.  
(End of clause)

3 52.32-5902 DESIGNATED BILLING OFFICE (APR 1989 CESAS-RM)

Invoices will be mailed to:  
U.S. Army Corps of Engineers  
ATTN: Romano M. Sundquist, PE  
P.O. Box 709  
Pope AFB, NC 28390-0709  
(End of clause)

4 52.32-5902 II DESIGNATED PAYMENT OFFICE (JUN 1997 CESAS-RM)

Payment will be made by:  
U.S. Army Corps of Engineers Finance Center  
Mail Stop 322  
7800 Third Avenue  
Millington, TN 38054-8001  
(End of clause)

5 52.36-5305 PRECONSTRUCTION CONFERENCE (OCT 1988 SAS) (Ref. FAR 6.305)

(a) A preconstruction conference will be arranged by the Area/Resident Engineer after award of contract and before commencement of work. The Area/Resident Engineer will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

(b) The Contractor shall bring to this conference, in completed form, a Certificate of Insurance, plus the following items in either completed or draft form:

- Accident Prevention Plan (5 copies)  
(use format shown in Attachment 1 to SECTION 00800)
- Quality Control Plan (5 copies)
- Letter Appointing Superintendent
- Transmittal Register
- Power of Attorney and Certified Copy of Resolution
- Network Analysis System, if possible, when applicable
- List of Subcontractors

(c) A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the Area/Resident Engineer to all in attendance.

(End of clause)

\*1

6 52.8034-4802 52.034-4802 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.211-10)

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than: 365 calendar days. The following construction phasing for Repair Railcar Offload/Transfer Pumps only will apply.

The Contractor will not be allowed to interfere with the existing operation of fuel pumps until all major equipment is on-site, at Pope AFB, NC.

Equipment is to include but not limited to replacement 600 gpm fuel pumps, filter separators, air eliminators, valves, and control panels. The Contractor shall provide written notification 2 weeks prior to start of Phase I to allow the Air Force to coordinate the existing operations.

Phase I: Start demolition of existing system, start construction of new electrical feed and installation of new control panel, and install blind flanges (four locations) on existing operational headers and construction of temporary railcar offload header (maximum outage of 6 hours). The electrical feed includes the new primary pole, new transfer switch, new pad-mounted transformer, new UG service to the pumphouse, and the new motor control center. The demolition shall remove existing pumps #3 and #4 (but remain onsite until after Phase III), fill stand piping/filter separator, and portions of the header pipes associated with pumps #3 and #4. Except for the installation of the blind flanges and the temporary railcar offload header, the remainder of the existing fuel system operations shall not be interfered with during this phase.

Phase II: Construction of portion of new facilities. The Contractor shall construct pump P-4, A/E-1, A/E-2, filter/separators (with piping), complete the new electrical feed and control panel and piping (as area is available). The remaining new piping headers shall be fabricated and readied for installation in Phase III. The remainder of the existing fuel system operations shall not be interfered with during this phase.

Phase III: Transfer fuel system operations from existing pumps to new pump. Electrical switch over to new service equipment, motor control center, and new control panel shall occur at this time. The remaining pumps

and piping shall be removed as required to connect new pump P-4, filter separators, and piping ready for operation (maximum outage 3 days). At the end of this period, pump P-4, A/E-1, A/E-2, all filter separators, south railcar piping, north railcar piping, connection to tanks, hydrant system, and facility #155 shall be operational with blind flanges capping the temporary ends of the piping. A minimum of 2 hours of flushing of the new system, through the filter/separator, shall be accomplished or until fuel meets the maximum contamination requirements given in the specification. In addition to the work in facility 155, a portion of the piping (header) shall be removed and replaced with new piping in facility 158 (see plans) during this same outage.

Phase IV: Fuel System. Finish removing existing pumps, piping, and electrical connections to pumps #1 and #2 and install pumps P-1, P-2, and P-3, with remaining associated piping and valves. Except for the removal of the blind flanges (maximum outage 6 hours), the operation of the revised fuel system shall not be interfered with during this phase. In addition to the work in facility 155, the remaining piping, pumps, and electrical wiring and equipment shall be removed in facility 158 (per the plans) during this phase.

The time stated for completion shall include final cleanup of the premises.  
(End of clause)

\*1

7 52.8034-4801 52.034-4801 LIQUIDATED DAMAGES--CONSTRUCTION (OCT 1995)  
(ALTERNATE I)(FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$836.00 for each day of delay in completing the project and in addition, the Contractor shall pay to the Government as liquidated damages, the following:

Phase I ----- \$50 per hour  
Phase III ----- \$400.00 per day  
Phase IV ----- \$50.00 per hour

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

8 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule,

Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

9      52.232-5000      PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: none.

(End of clause)

10      52.236-1      PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

(R 7-603.15 1965 JAN)

(R 1-18.104)

11      52.236-4      PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible

for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Omitted.

(b) Weather conditions: See clause TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER, SECTION 00800.

(c) Transportation facilities: The site of the work is accessible by railway and public highway. Charges will not be made for shifting of railway cars within the limits of the installation. It will be the responsibility of the Contractor, however, to make arrangements with the Commanding Officer for switching services.

(End of clause)

(R 7-603.25 1965 JAN)

12      52.236-14      AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

(R 7-603.30 1967 APR)

(R 7-2102.4 1976 OCT)

13      52.246-12      INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector

authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

14 52.246-21 I WARRANTY OF CONSTRUCTION (MAR 1994)--ALTERNATE I (APR1984)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design

furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(k) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

(End of clause)

(R 7-604.4 1976 JUL)

(AV 7-604.4(b) 1976 JUL)

15 52.2219-5016 REPORTING REQUIREMENTS--SUBCONTRACTING PLAN (CESAD-CT JUL 1993)

(a) Retainage will be withheld from progress payments in an amount sufficient to protect the Government's ability to assess Liquidated Damages in accordance with FAR clause 52.219-0016 for failure to submit timely SF 294 and SF 295 Reports. The amount of retainage will be determined in accordance with the following formula:

(b) Total dollar amount proposed for subcontracting to small business multiplied by percentage of actual progress on the contract, up to a maximum of 10% of the given progress payment, shall be withheld from the next progress payment due after a contractor fails to submit a required report. If one or more reports have been submitted before such failure, formula for determining the amount of retainage will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted and the difference multiplied by the percent of actual progress, up to a maximum of 10% of



the given progress payment.

(End of clause)

16 52.2236-5700 SUBMITTAL OF MODIFICATION COST ESTIMATE PROPOSALS (MAR 1992 SAS) (Ref. DFARS 52.236-7000)

When submittals of Cost Estimate Proposals are required for additions or deletions to work under this contract by modification, the Contractor shall use DA Form 5418-R titled "Cost Estimate Analysis" (see Attachment 1 to SECTION 00800). A separate assemblage will be prepared for submittal by each trade affected by the proposed work.

(End of clause)

17 52.2249-5010 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1999 OCE) (Ref. FAR 52.249-10)

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORKDAYS BASED ON 5-DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	9	6	4	4	6	8	7	4	4	5	9

(c) Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).

(End of clause)

END OF SECTION 00800

ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

1. Contract Drawings:

Repair Railcar Offload/Transfer Pumps  
File No. 125-977-01, Sheets 1 through 34

Repair Truck Offload/Receipt Pumps  
File No. 125-977-02, Sheets 1 through 29

2. Rates of Wages

3. Formats:

Sign

Erection Details

Corps of Engineers Logo

Accident Prevention Plan (Ref. FAR 52.236-13 and EM 385-1-1)

Construction Quality Control Report

Small and Disadvantaged Business Subcontracting Plan

Weekly Temporary Electrical Inspection

4. Minimum Standard for Temporary Electrical Service (Ref. FAR 52.236-14)

5. Forms:

SAS Form 9 - Activity Hazard Analysis

SAD Form 1666a-R - Safety Checklist for Crawler, Truck & Wheel Mounted  
Cranes

SAD Form 1666b-R - Safety Checklist for Portal, Tower, and Pillar Cranes

SAD Form 1666c-R - Safety Checklist for Rigging

SAD Form 1666d-R - Safety Checklist for Motor Vehicles, Trailers and  
Trucks

SAD Form 1666e-R - Safety Checklist for Crawler Tractors and Dozers

SAD Form 1666f-R - Safety Checklist for Scrapers, Motor Graders, and  
Other Mobile Equipment

SAD Form 1666g-R - Safety Checklist for Material Hoists

SAD Form 1666h-R - Safety Checklist for Earth Drilling Equipment

Standard Form LLL-A - Disclosure of Lobbying Activities

Real Property Inventory

General Decision Number NC980009

Superseded General Decision No. NC970009

State: North Carolina

Construction Type: HEAVY

County(ies): STATEWIDE

SEWER AND WATER CONSTRUCTION PROJECTS AND HEAVY CONSTRUCTION  
PROJECTS (excluding Dam construction projects).

Modification Number	Publication Date
0	02/13/1998

COUNTY(ies):  
STATEWIDE

SUNC2001A 02/12/1990

	Rates	Fringes
BOILERMAKERS:		
Storage Tank Erection/Repair	12.96	4.105
All Other Work:	16.20	4.105
BRICKLAYERS	7.23	
CARPENTERS	6.63	
CEMENT MASONS/FINISHERS	6.11	
ELECTRICIANS	8.56	
FENCE ERECTORS	5.15	
IRONWORKERS	8.20	
LABORERS:		
Unskilled	5.15	
Air Drill Operator	5.92	
Asphalt Rakers	5.15	
Pipelayers	5.17	
MANHOLE BUILDERS	5.81	
MILLWRIGHTS	5.27	
PAINTERS	7.12	
PLUMBERS & PIPEFITTERS	7.42	
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	5.77	
Asphalt Finisher	5.69	
Asphalt Paver	5.69	
Asphalt Screed	5.69	
Backhoe	6.40	
Boring Machine	5.65	
Bulldozer	5.96	
Crane	7.60	
Dragline	6.34	
Drill	7.23	
Loader	5.79	
Mechanic	7.16	
Motor Grader	6.24	
Roller	5.15	
Scraper, Pan	5.42	
Tractor	5.49	
Trenching	6.58	
Well Drillers	6.50	
TRUCK DRIVERS	5.15	

-----  
WELDERS - Receive rate prescribed for craft performing operation  
to which welding is incidental.  
-----

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29 CFR 5.5(a)(1)(v)).  
-----

In the listing above, the "SU" designation means that rates  
listed under that identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a  
position on a wage determination matter
- \* a conformance (additional classification and rate)  
ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the  
Davis-Bacon survey program. If the response from this initial  
contact is not satisfactory, then the process described in 2.)  
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the Branch  
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an  
interested party (those affected by the action) can request  
review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

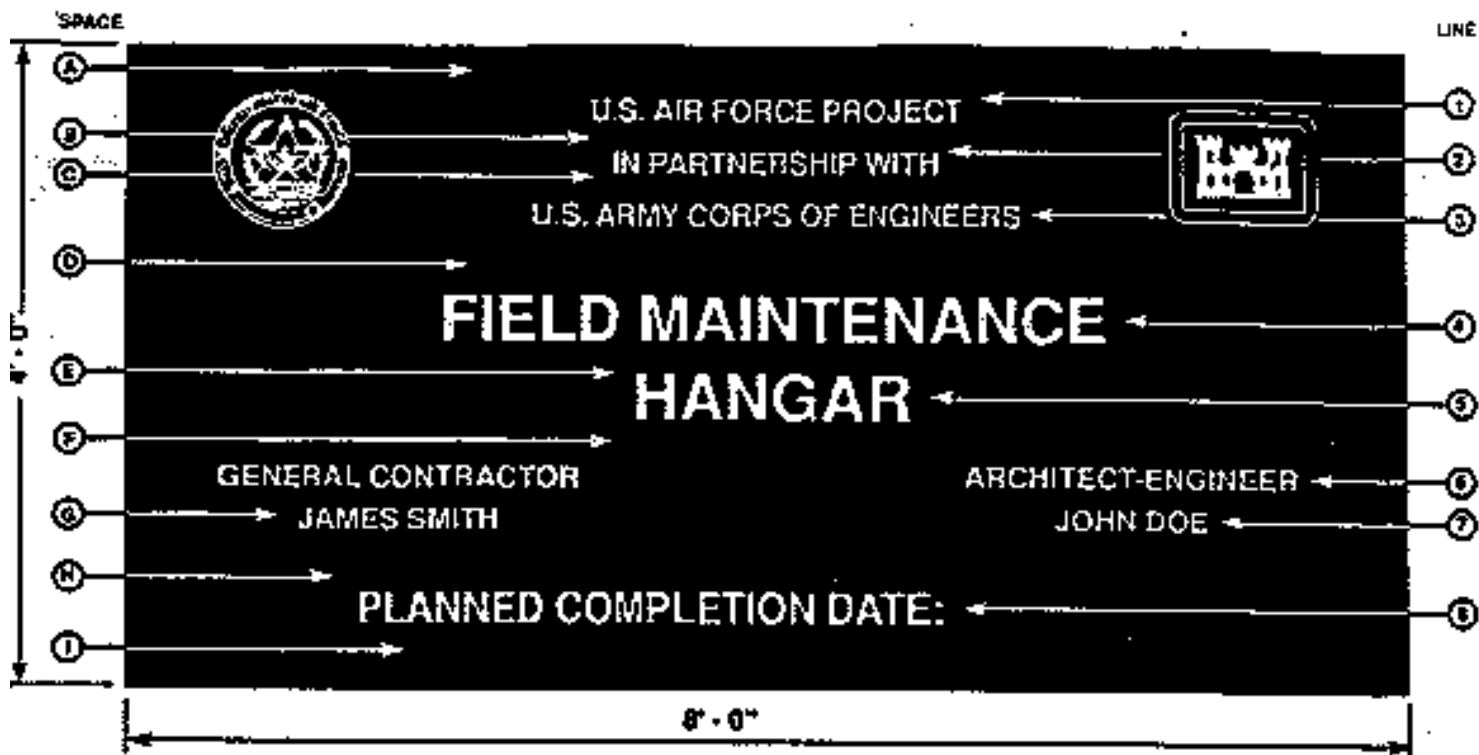
The request should be accompanied by a full statement of the  
interested party's position and by any information (wage payment

data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

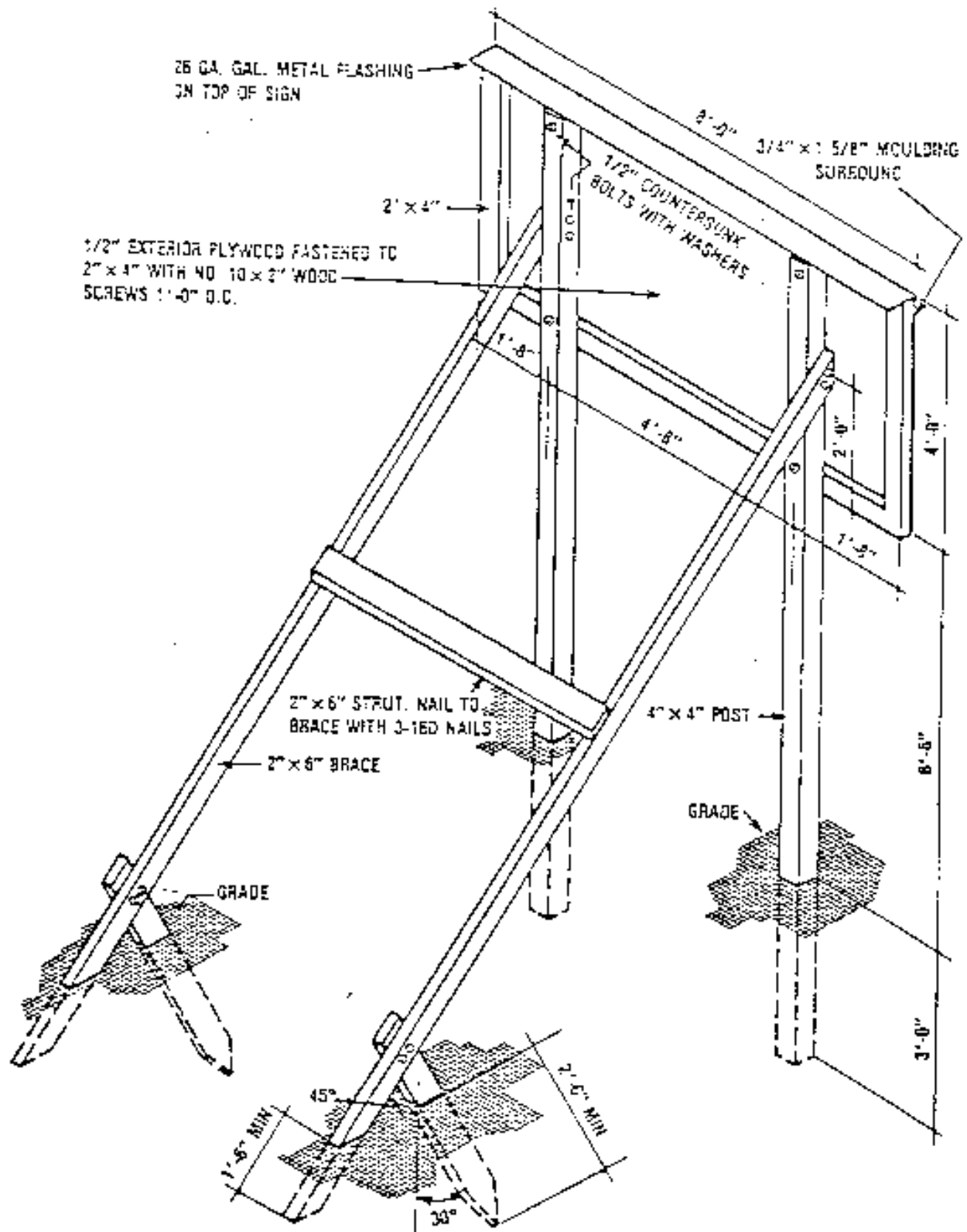


ATTACHMENT

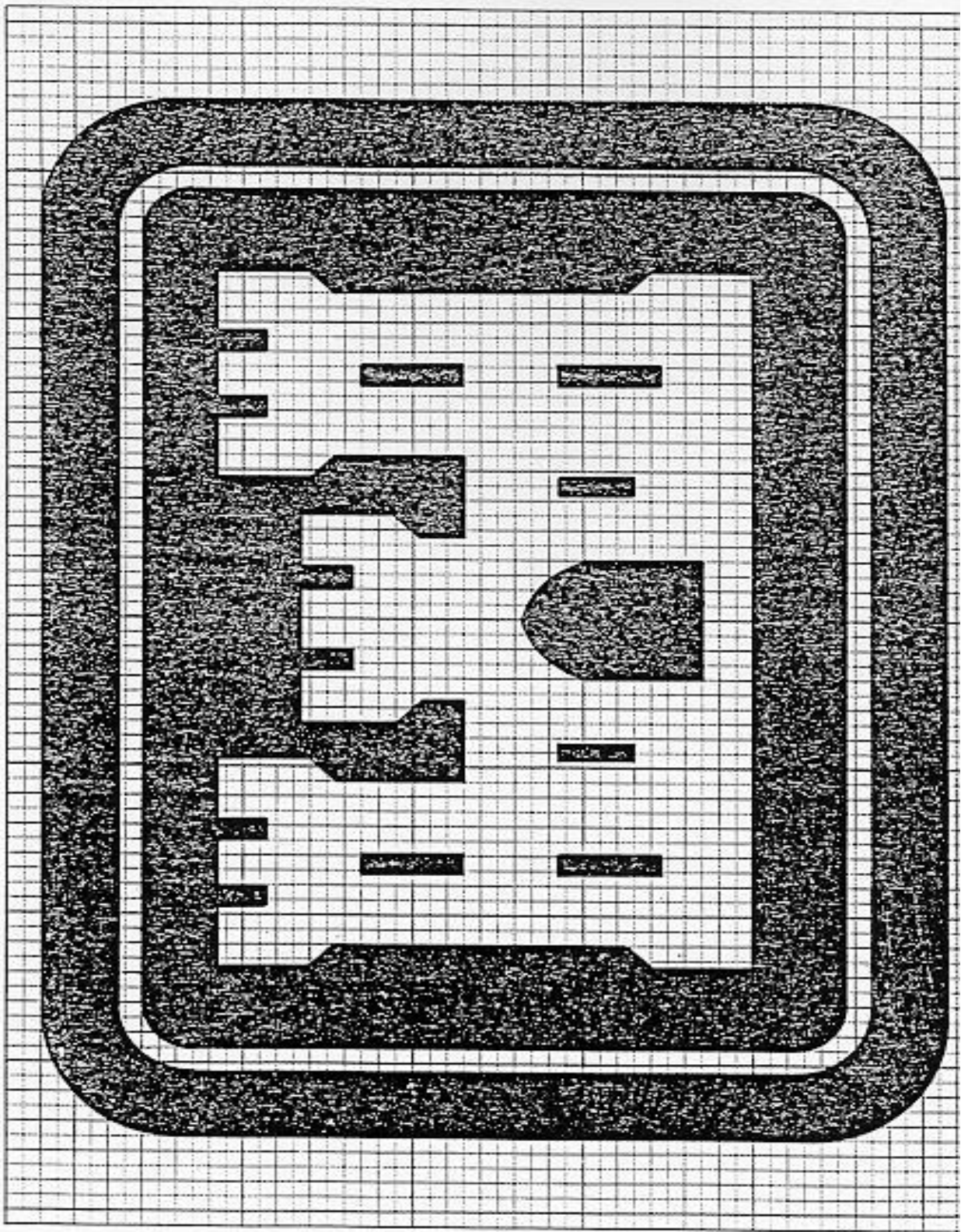
## SAMPLE CONSTRUCTION SIGN FOR MILCON PROJECTS SCHEDULE

SPACE	HEIGHT	LINE	DESCRIPTION	LETTER HEIGHT	STROKE
A	3"	1	U.S. AIR FORCE PROJECT	1.5"	3/16"
B	1"	2	IN PARTNERSHIP WITH	1.5"	3/16"
C	1"	3	U.S. ARMY CORPS OF ENGINEERS	1.5"	3/16"
D	5"	4	PROJECT NAME	4"	1/2"
E	3"	5	PROJECT NAME CON'D (IF REQUIRED)	4"	1/2"
F	5"	6	GENERAL CONTRACTOR/A-E	1.5"	3/16"
G	1"	7	GENERAL CONTRACTOR /A-E	1.5"	3/16"
H	4"	8	PLANNED COMPLETION DATE	2.5"	1/4"
I	3"				

ATTACHMENT



CONSTRUCTION SIGN ISOMETRIC  
ERECTION DETAILS



CORPS OF ENGINEERS LOGO  
HALF SIZE



Last revised 9 May 97

FORMAT

(Ref. FAR 52.236-13 and EM 385-1-1 dated 3 Sep 96)  
ACCIDENT PREVENTION PLAN

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job specific and shall also address any unusual or unique aspects of the project or activity for which it is written.

The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:

- a. Plan preparer (corporate safety staff person, QC);
- b. Plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);
- c. Plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Corporate Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC.

The plan will be developed by qualified personnel (plan preparer) and will be signed by a competent person (plan concurrence) and a representative of the prime contractor's project management team (plan approval).

2. BACKGROUND INFORMATION. List the following:

- a. Contractor;
- b. Contract number;
- c. Project name;
- d. Brief project description, description of work to be performed, and location (map);
- e. Contractor accident experience (provide information such as EMR, OSHA 200 Forms, corporate safety trend analyses);
- f. Listing of phases of work and hazardous activities requiring activity hazards analyses.

3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a significant portion of the information required by the accident prevention plan.)

4. RESPONSIBILITIES AND LINES OF AUTHORITIES.

- a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety

or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance). For items in EM 385-1-1 which require the use of a "competent person" or a "qualified person", the contractor is to maintain documentation demonstrating the competence or qualification of that individual.

b. Lines of authority

5. SUBCONTRACTORS AND SUPPLIERS. Provide the following:

- a. Identification of subcontractors and suppliers (if known);
- b. Means for controlling and coordinating subcontractors and suppliers;
- c. Safety responsibilities of subcontractors and suppliers.

6. TRAINING.

- a. List subjects to be discussed with employees in safety indoctrination.
- b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.
- c. Identify requirements for emergency response training.
- d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.
- e. Identify location at the project site where the records will be maintained.

7. SAFETY AND HEALTH INSPECTIONS. Provide details on:

- a. Who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;
- b. Any external inspections/certifications which may be required (e.g., Coast Guard).

8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.

- a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.
- b. A brief description of the company's safety incentive programs (if any) should be provided.
- c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.
- d. Provide written company procedures for holding managers and supervisors accountable for safety.

9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:

- a. Exposure data (man-hours worked);

- b. Accident investigations, reports and logs;
- c. Immediate notification of major accidents.

10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.

11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.

12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).

- a. Hazard communication program (01.B.04);
- b. Emergency response plans:
  - procedures and tests (01.E.01)
  - spill plans (01.E.01, 06.A.02)
  - fire fighting plan (01.E.01, 19.A.04)
  - posting of emergency telephone numbers (01.E.04)
  - wildfire prevention plan (09.K.01)
  - man overboard/abandon ship (19.A.04)
- c. Layout plans (04.A.01);
- d. Respiratory protection plan (05.E.01);
- e. Health hazard control program (06.A.02);
- f. Lead abatement plan (06.B.05 & specifications);
- g. Asbestos abatement plan (06.B.05 & specifications);
- h. Abrasive blasting (06.H.01);
- 1. Confined space (06.1);
- j. Hazardous energy control plan (12.A.07);
- k. Critical lift procedures (16.C.17);
- 1. Contingency plan for severe weather (19.A.03);
- m. Access and haul road plan (22.1.10);
- n. Demolition plan (engineering and asbestos surveys) (23.A.01);
- o. Emergency rescue (tunneling) (26.A.05);
- p. Underground construction fire prevention and protection plan (26.D.01);
- q. Compressed air plan (26.1.01);
- r. Formwork and shoring erection and removal plans (27.B.02);
- s. Lift slab plans (27.D.01);
- t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);
- u. Blasting plan (29.A.01);

v. Diving plan (30.A.13);

w. Plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force).

13. The Contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the accident prevention plan.

Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation. Site specific hazards are those hazards which would be reasonably be anticipated to occur on the construction site of concern and will be identified through analysis of the activities to be performed. The controls are measures which will be implemented by the contractor to eliminate or reduce each hazard to an acceptable level.

F O R M A T  
CONTRACTOR'S NAME  
(Address)

CONSTRUCTION QUALITY CONTROL REPORT

Date: \_\_\_\_\_ Report No. \_\_\_\_\_

Contract No.: \_\_\_\_\_

Description and Location of Work: \_\_\_\_\_

WEATHER: (Clear)(P. Cloudy)(Cloudy); Temperature: \_\_\_\_Min, \_\_\_\_Max;  
Rainfall \_\_\_\_Inches

Contractor/Subcontractors and Area of Responsibility

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_
- f. \_\_\_\_\_
- g. \_\_\_\_\_
- h. \_\_\_\_\_

1. Work Performed Today:

(Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in table above.)

2. Results of Control Activities:

(Indicate whether: P-Preparatory, I-Initial, or F-Followup and include satisfactory work completed or deficiencies with action to be taken.)

3. Test Required by Plans and/or Specifications Performed and Results of Tests:

4. Monitoring of Materials and Equipment:

---

5. Offsite Surveillance Activities:

---

6. Job Safety:

(Daily comment required.)

---

7. Remarks:

- a. (Cover any conflicts in plans, specifications or instructions.)
- b. (Action taken in review of submittal.)
- c. (Verbal instructions received.)

---

Inspector

---

CONTRACTOR'S VERIFICATION:

The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

---

Contractor's Approved  
Authorized Representative

SAMPLE FORMAT

SMALL AND DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

KERRY ENTERPRISES

DATE: November 2, 1993

SOLICITATION NO. DACA21-93-R-0001

TITLE: Construct New Child Care Facility and Physical Fitness Center, Pleasure Palace Complex, Washington D.C.

Type of Work: Design and Construction

In accordance with applicable contract clauses of the solicitation noted above, Kerry Enterprises submits the following Subcontracting Plan for Small, Small Disadvantaged and Women-Owned Small Business Concerns.

1. The following percentaged goals (expressed in terms of percentaged of the total dollars available for subcontract/purchase order award) would be applicable to a contract awarded under the cited solicitation.

	Basic Year	Option Year
a. Total Amount of Prime Contract	\$10,000,000	_____
b. Total Dollars Planned for Subcontract Award (10% of Line a)	\$ 1,000,000	_____
c. Dollars Planned for Subcontracting to Large Business (38% of Line b)	\$ 380,000	_____
d. Total Dollars Planned for Subcontracting to Small Business (62% of Line b)	\$ 620,000	_____
(1) Dollars Planned for Subcontracting to Small Disadvantaged Business (10% of Line b)	\$ 100,000	_____
(2) Dollars Planned for Subcontracting to Women-owned Business (5% of Line b)	\$ 50,000	_____
(3) Dollars Planned for Subcontracting to other Small Business (47% of Line b)	\$ 470,000	_____

2. The following principal products and/or services will be subcontracted under this contract, and the distribution among Small, Small Disadvantaged, and Women-Owned Small Business Concerns is as follows:

Earthwork	Windows and Storm Doors	*Recreation
Site Utilities	Plumbing Materials	Equipment
Asphalt	Electrical	Doors
Window Treatment	*HVAC	*House Concrete
Vinyl Siding	*Insulation	*Gutters
Carpentry	*Ceramic Tile	*Termite Control
Fencing	*Appliances	*Drywall
*Floor Covering	**Roofing	*Finish Hardware
**Painting	*Sheet Metal	** Site Concrete

NOTE: Small business concerns are annotated by one \*, small disadvantaged

business concerns are annotated by two \*\*, and women-owned small business concerns are annotated by three \*\*\*.

The following method was utilized in developing our subcontracting goals:

(1) All areas of potential subcontract work were determined to be available for subcontract award to small, small disadvantaged, and women-owned small business concerns and such firms will be encouraged to compete for award in each of the areas described in section 2 above, and (2) qualified small, small disadvantaged, and women-owned small business concerns will be actively recruited for participation through the many sources described hereinafter.

3. The following individual will administer this Subcontract Plan on behalf of Kerry Enterprises:

Name: Candice Kerry Title: Executive Vice President

Address and Telephone Number: 4101 North Sea Heaven Street  
Washington, D.C. 20314-1000  
202-555-1212

The individual's specific duties with regard to the conduct of our firm's Subcontracting Plan will include, but will not be limited to the following:

a. Developing and maintaining bidders lists of small, small disadvantaged, and women-owned small business concerns using sources such as the Procurement Automated Source System developed by the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, Local Minority Business Development Centers and Minority Contractor Associations, and the General Business Services Center in the project's Standard Metropolitan Statistical Area.

b. Assuring the inclusion of small, small disadvantaged, and women-owned small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small, small disadvantaged, and women-owned small business concerns.

c. Establishing and maintaining records of all solicitations and subcontract awards to ensure that the members of the firm who review bidders proposals document their reasons for selecting or not selecting a bid submitted by a small, small disadvantaged, or women-owned business concern, and monitoring the firm's progress toward and achievement of its percentage goals.

d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with the instructions provided on the forms, and coordinating and preparing for all compliance reviews by Federal agencies.

e. Conducting or arranging for all other activities necessary to further the intent and attainment of goals of the Plan to include motivational training of the firm's purchasing personnel attendance at workshop, seminars and trade fairs conducted by or on behalf of small business, small disadvantaged business, and/or women-owned small business concerns; and general cooperation with members of small business, small disadvantaged business, or women-owned small business concerns or their representatives.

3. The following steps will be taken to ensure that small, small disadvantaged, and women-owned small business concerns receive notice and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services described in section 1 b.



above:

a. Sources will be requested through the SBA's PASS system, business development organizations, minority, women-owned and small business trade associations and at small, minority, and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties with interest.

b. Internally, motivational training will be conducted to guide and encourage purchasing personnel; source lists and guides to small, small disadvantaged, and women-owned small business concerns will be maintained and utilized by purchasing personnel while soliciting subcontracts and purchase orders; activities will be monitored to ensure sufficient time is allowed for interested bidders to prepare their bids and to evaluate continuing compliance with this Subcontracting Plan.

4. KERRY ENTERPRISES agrees that the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of percentaged goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged, and women-owned small subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports or, as time and availability of funds permit, periodic visits to subcontractor's facilities to review applicable records and subcontracting program progress.

5. KERRY ENTERPRISES agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the Contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained the solicitation.

6. KERRY ENTERPRISES agrees to maintain at least the following types of records to document compliance with this Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for small, small disadvantaged, and women-owned small business sources, along with records of attendance at conferences, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying small business, small disadvantaged business, and women-owned small business concern subcontractors and vendors.

c. Records on all subcontract solicitations, on a contract-by-contract basis, indicating (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; and (4) reasons for the failure of solicited small, small disadvantaged, or women-owned small business concerns to receive a subcontract award.

d. Records of all subcontract award data, to include subcontractor's

name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meeting held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

In closing KERRY ENTERPRISES states that it will be the policy of KERRY ENTERPRISES to afford every practicable opportunity for small business, small disadvantaged business, and women-owned small business to participate in construction contracts awarded to KERRY ENTERPRISES by the Federal Government to ensure that equitable opportunity is provided to small, small disadvantaged, and women-owned small business concerns to compete for award of subcontracts and purchase orders, and to diligently pursue the achievement of our goals of participation by small business, small disadvantaged business, and women-owned small business in the dollars available for subcontract/purchase order award under the solicitation.

BY \_\_\_\_\_  
Signature, Title, and Company Name

DATE \_\_\_\_\_

\_\_\_\_\_  
Contract Specialist

DATE \_\_\_\_\_  
Approval Recommended

\_\_\_\_\_  
SADBU

DATE \_\_\_\_\_  
Approved  
Disapproved

\_\_\_\_\_  
Contracting Officer

DATE \_\_\_\_\_  
Approved  
Disapproved

\_\_\_\_\_  
Procurement Center Representative  
Small Business Administration

DATE \_\_\_\_\_

WEEKLY TEMPORARY ELECTRICAL INSPECTION

Week ending \_\_\_\_\_

Contract No. \_\_\_\_\_

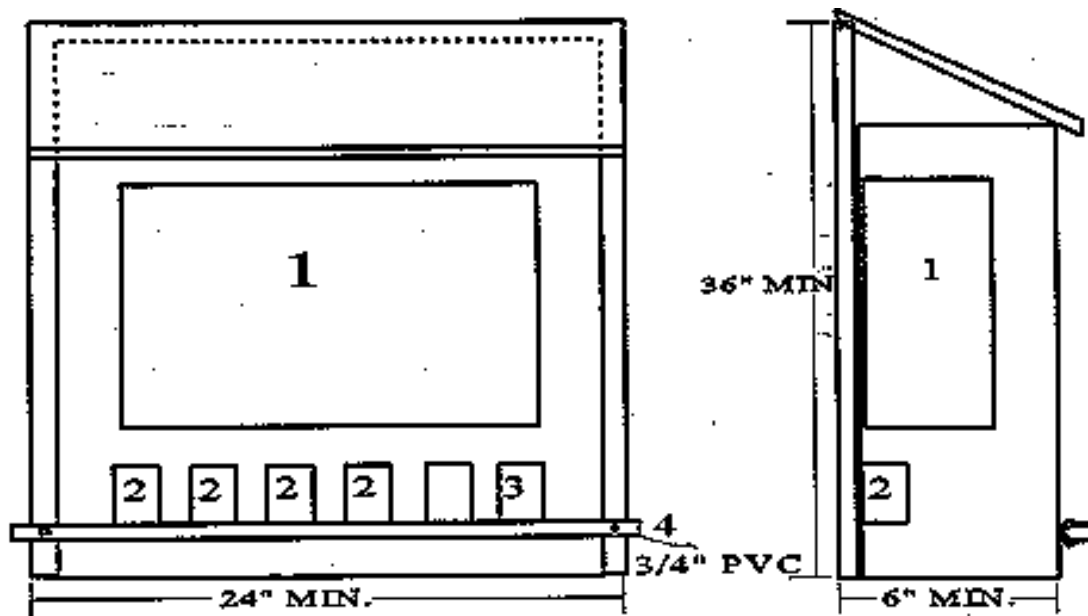
Contract Description \_\_\_\_\_

The following items were inspected in accordance with requirements in National Electrical Code and Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

1. Wire (size, type, condition).
2. Systems and devices (polarity, continuity of ground, resistance to ground).
3. Resistance of ground rods (25 OHMS) measured and recorded.
4. Check GFI for 15/20 amp 120 volt circuits.
5. Plugs and receptacles (type, NEMA rating).
6. Circuit breakers and disconnect (size, type, weatherproof).
7. Extension cords (type, UL listed, insulation condition, splices, location).
8. Open wiring on insulators, nonmetallic sheathed cable, outside clearance (600 volts or less), Festoon lighting (as applicable).

\_\_\_\_\_  
Signature Electrician/Electrical Engineer

## MINIMUM STANDARD FOR TEMPORARY ELECTRICAL SERVICE



(DIMENSIONS ARE APPROXIMATE)

A. General construction of the enclosure for temporary service shall consist of not less than ½ inch plywood of exterior grade.

B. Numbers above correspond to the item below:

Item 1 - NEMA 3R circuit breaker type panelboard. This panelboard shall consist of 1 two-pole 60 amp main circuit breaker, 4\* one pole 20 AMP branch circuit breakers, and 1\* two pole 20 AMP branch circuit breaker. Breakers shall meet Federal Specifications Standards for Class 1A breakers and shall be plug-in type. (\*Number of breakers to be adjusted to suit the job requirements.) Any of the above breakers which feed 15 and 20 AMP 110 volt receptacles shall be ground fault interrupter type.

Item 2 - Duplex grounding type convenience outlets in standard utility type outlet boxes with covers, meeting the NEC and NEMA requirements for wet locations. Connections to the branch circuit breakers shall be grounded by two conductors #12 NMC cable.

Item 3 - A single 3 conductor grounding type outlet rated for 250 volt service. Connections from this outlet to the two pole breaker shall be by two conductor grounded type NMC cable.

Item 4 - 3/4 inch PVC. This shall be used to support extension cords.

C. The panelboard shall be grounded by #6 copper wire connected to a 3/4 inch by 10 foot long ground rod.

D. Service to the panel shall consist of three copper conductor #6 minimum service entrance cable. This cable may enter the top or side of the panelboard.

E. Periodic inspections of systems and devices will be made by the Contractor at intervals not to exceed 1 week, and a report will be submitted indicating the results.

F. Ground fault circuit interrupters, approved for the protection of personnel, will be mandatory on all 15 and 20 ampere receptacle outlets on 120 volt single phase circuits for construction sites. This requirement includes not only temporary wiring installed by the Contractor but also any part of permanent wiring of the building or structure utilized by the Contractor under this contract. This shall include any and all generators equipped with 15 or 20 AMP 110 volt receptacles.

G. Per EM 385-1-1 all temporary power distribution systems shall be submitted to the field office before installation.

## ACTIVITY HAZARD ANALYSIS

1. Phase of Construction		
2. Location	3. Contract No.	4. Project
5. Prime Contractor	6. Date of Preparatory	7. Estimated Start Date
Potential Safety Hazard	Procedure to Control Hazard	
8. Contractor's Representative (signature)	9.	

## SAFETY CHECKLIST FOR CRAWLER, TRUCK & WHEEL MOUNTED CRANES

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor:	Subcontractor:		
Contract Inspector:	Date inspected:		
	Yes	No	N/A
1. Unless the manufacture has specified an on-rubber rating, outriggers will be fully extended and down? (16.D.10)			
2. Are lattice boom cranes equipped with a boom angle indicator, load indicating device, or a load moment indicator? (16.D.01)			
3. Are lattice boom and hydraulic cranes equipped with a means for the operator to visually determine levelness? (16.D.02)			
4. Are lattice boom and hydraulic cranes, except articulating booms cranes, equipped with drum rotation indicators located for use for the operator? (16.D.03)			
5. Are lattice boom and hydraulic mobile cranes equipped with a boom angle or radius indicator within the operator's view? (16.D.04)			
6. Are lattice boom cranes, with exception of duty cycle cranes, equipped with an anti-two blocking device? (16.D.05)			
7. When duty cycle machines are required to make a non-duty lift, is the crane equipped with an international orange warning device and is a signal person present? (16.D 05)			
8. Are the following with the crane at all times: (16.C.02) <ul style="list-style-type: none"> <li>a. the manufacturer's operating manual?</li> <li>b. the load rating chart?</li> <li>c. the crane's log book documenting use, maintenance, inspections and tests?</li> <li>d. operating manual for crane operator aids used on the crane.</li> </ul>			

	Yes	No	N/A
9. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspection? (16.C.12) c. written reports of the operational performance test? (16.C.13) d. written reports of the load performance test? (16.C.13)			
10. Are all operators physically qualified to perform work? (16.C.05)			
11. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
12. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.06)			
13. Is a hazard analysis for set-up and set-down available? (16.C.08)			
14. Are accessible areas within the swing radius of the rear of the crane barricaded? (16.C.09)			
15. Are there at least 3 wraps of cable on the drum? (16.C.10)			
16. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
17. Are critical lift plans available? (16.C.18)			
18. Are minimum clearance distance for high voltage lines posted at the operator's position? (11.E.04)			
19. Do older lattice boom cranes with anti-two block warning devices in lieu of anti-two block prevention devices have a written exemption? (16.D.05)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08.A.04)			
21. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			

	Yes	No	N/A
22. Is all equipment to be operated on public roads provided with: (16A.07) a. headlights? b. brake lights? c. taillights? d. back-up lights? e. front and rear turn signals?			
23. Are seat and seat belts provided for the operator and each rider on equipment? (16.A.07 and 16.B.08)			
24. Is all equipment with windshields equipped with powered wipers and defogging or defrosting devices? (16.A.07)			
25. Is the glass in the windshield or other windows clear and unbroken to provide adequate protection and visibility for the operator? (16.A.07, 16.B.10)			
26. Is all equipment equipped with adequate service brake system and emergency brake system? (16.A.18)			
27. Are areas on equipment where employees walk or climb equipped with platforms, footwalks, steps, handholds, guardrails, toeboards and non-slip surfaces? (16.B.03)			
28. Is all self propelled equipment equipped with automatic, audible, reverse signal alarms? (16.B.01)			
29. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.18)			
30. Are truck and crawler cranes attached to a barge or pontoon by a slack tiedown system? (16.F.06)			
31. Have the following conditions been met for land cranes mounted on barges or pontoons: (16.F.04) a. Have load ratings been modified to reflect the increased loading from list, trim, wave, and wind action? b. Are all deck surfaces above the water? c. Is the entire bottom area of the barge or pontoon submerged? d. Are tie downs available? e. Are cranes blocked and secured?			
32. Are all belts, gears, shafts, spindles, drums, flywheels, or other rotating parts of equipment guarded where is a potential for exposure to workers? (16.B.03)			



	Yes	No	N/A
33. Is the area where the crane is to work level, firm and secured? (16.A.10)			
34. Is a dry chemical or carbon dioxide fire extinguisher rated at least 5-B:C on the crane? (16.A.26)			
35. Are trucks, for truck mounted cranes, equipped with a working reverse signal alarm? (16.B.01)			
36. Is a signal person provided where there is danger from swinging loads, buckets, booms, etc.? (16.B.13)			
37. Is there adequate clearance from overhead structures and electrical sources for the crane to be operated safely? (16.C.09)			
38. Is there adequate lighting for night operations? (16.C.19)			
39. Has the the boom stop test on cable-supported booms been performed? (16.D.06)			
40. Is the boom disenaging device functioning as required? (16.D.06)			
41. Has all rigging and wire rope been inspected? (Section 15)			
Remarks:(Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES			
Contract # and Title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contract Inspector:		Date Inspected:	
	Yes	No	N/A
1. Are the following available: (16.E.02) a. written erection instructions? b. listing of the weight of each component? c. an activity hazard analysis for the erection? d. does the activity hazard analysis contain (1.) location of crane and adjacent structures? (2.) foundation design and construction requirements? (3.) clearance and bracing requirements?			
2. Is there a boom angle indicator within the operator's view? (16.E.04)			
3. Are luffing jib cranes equipped with: (16.E.05) a. shock absorbing jib stops? b. jib hoist limit switch? c. jib angle indicator visible to operator?			
4. If used, do rail clamps have slack between the point of attachment to the rail and the end fastened to the crane? (16E.06)			
5. Are the following with the crane at all times: (16.C.02) a. the manufacturer's operating manual? b. the load rating chart? c. the crane's log book documenting use, maintenance, inspections and tests? d. the operating manual for crane operational aids used on the crane?			

	Yes	No	N/A
6. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspections? (16.C.12) c. written reports of the operational performance tests? (16.C.13) d. written reports of the load performance tests? (16.C.13)			
7. Is every crane operator certified by a physician to be physically qualified to perform work? (16.C.05)			
8. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
9. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.05)			
10. Is a hazard analysis for set-up and set-down available? (16.C.08)			
11. Are there at least 3 wraps of cable on the drum? (16.C.10)			
12. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
13. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.07)			
5. Remarks: (Enter actions taken)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

## SAFETY CHECKLIST FOR RIGGING

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor	Subcontractor:		
Contractor inspector:	Date inspected:		
	Yes	No	N/A
1. Has all defective rigging been removed? (15.A.01)			
2. Is rigging stored properly? (15.A.01)			
3. Are running lines within 6.5' of the ground or working level guarded? (15.A.03)			
4. Are all eye splices made in an approved manner with rope thimbles? (sling eyes excepted) (15.A.04)			
5. Are positive latching devices used to secure loads? (15.A.05)			
6. Are all custom lifting accessories marked to indicate their safe working loads? (15A.07)			
7. Are all custom designed lifting accessories proof-tested to 125% of their rated load? (15.A.07)			
8. Are the following conditions met for wire rope: (15.B.01-09) a. Are they free of rust or broken wires? b. Are defective ropes cut up or marked as unusable? c. Do rope clips attached with U-bolts have the U-bolts on the dead end or short end of the rope? d. Are protruding ends of strands in splices on slings and bridles covered or blunted? e. Except for eye splices in the end of wires and for all endless wire rope slings, are all wire ropes used in hoisting, lowering, or pulling loads one continuous piece, free of knots or splices?			

<p>f. Do all eye splices have at least 5 full tucks?</p> <p>g. If used, are wedge sockets fastening attached without attached the dead end of the wire rope to the live rope?</p> <p>h. Are they free of eyes or splices formed by wire rope clips or knots?</p>	Yes	No	N/A
<p>9. Are the following conditions met for chain? (15.C.01-04)</p> <p>a. Are all chains alloyed?</p> <p>b. Do all coupling links or other attachments have rated capacities at least equal to that of the chain.</p> <p>c. Are makeshift fasteners restricted from use?</p>			
<p>10. Are the following conditions met for fiber rope:(15.D.01-07)</p> <p>a. Are all ropes protected from freezing, excessive heat or corrosive materials?</p> <p>b. Are all ropes protected from abrasion?</p> <p>c. Are splices made IAW manufacture's recommendations?</p> <p>d. Do all eye splices in manila rope contain at least 3 full tucks and do all short splices contain at least 6 full tucks(3 on each side of the centerline of the splice)?</p> <p>e. Do all splices in layed synthetic fiber rope contain at least 4 full tucks and do short splices contain at least 8 full tucks ( 4 on each side of the centerline of the splice)?</p> <p>f. Do the tails of fiber rope splices extend at least 6 rope diameters (for rope 1" diameter or greater) past the last full tuck?</p> <p>g. Are all eye splices large enough to provide an included angle of not greater than 60* at the splice when the eye is placed over the load or support?</p>			
<p>11. Are the following conditions met for all slings:(15.E.01-06)</p> <p>a. Is protection provided between the sling and sharp surfaces?</p> <p>b. Do all rope slings have minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice?</p> <p>c. Do all braided slings have a minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice?</p>			

SAD Form 1666c-R Previous editions may be used for contracts  
Mar 97 reflecting the 1992 edition of EM 385-1-1.

d. Do all welded alloy steel chain slings have affixed permanent identification stating size, grade, rated capacity and manufacturer?	Yes	No	N/A
e. Is each synthetic web sling marked or coded to identify its manufacturer, rated capacities for each type hitch and the type material?			
12. Are drums, sheaves, and pulley smooth and free of surface defects? (15.F.01)			
13. Is the ratio of the diameter of the rigging and the drum, block sheave or pulley thread diameter such that the rigging will adjust without excessive wear, deformation, or damage? (15F.02)			
14. Have all damaged drums, sheaves and pulleys been removed from service? (15.F.04)			
15. Are all connections, fittings, fastenings, and attachments of good quality, proper size and strength, and installed IAW manufacturer's recommendations? (15.F.05)			
16. Are all shackles and hooks sized properly? (15.F.06 & .07)			
17. Are hoisting hooks rated at 10 tons or greater provided with safe handling means? (15.F.07)			
18. Do all drums have sufficient rope capacity? (15.F.08)			
19. Is the drum end of the rope anchored by a clamp securely attached to the drum in a manner approved by the manufacturer? (15.F.08)			
20. Do grooved drums have the correct groove pitch for the diameter of the rope and is the groove depth correct? (15.F.08)			
21. Do the flanges on grooved drums project beyond the last layer of rope at a distance of either 2" or twice the diameter of the rope, whichever is greater? (15.F.08)			
22. Do the flanges on ungrooved drums project beyond the last layer of rope a distance of either 2.5" or twice the diameter of the rope, which ever is greater.			

23. Are the sheaves compatible with the size of rope used and as specified by the manufacture? (15F.09)	Yes	No	N/A
24. Are sheaves properly aligned, lubricated, and in good condition? (15.F.09)			
25. When rope is subject to riding or jumping off a sheave, are sheaves equipped with cablekeepers? 915.F.09)			
26. Are eye bolts loaded in the plane of the eye and at angles less than 45* to the horizontal? (15.F.10)			
27. Remarks: (Enter actions taken for "no" answers.)			
Contractor inspector signature			
Contractor QC/safety/project manager signature			

## SAFETY CHECKLIST FOR MOTOR VEHICLES , TRAILERS AND TRUCKS

Contract # and title:  
owned or leased?

Equipment name & number:

Contractor:

Subcontractor:

Contractor inspector:

Date inspected:

	Yes	No	N/A
1. Are records of safety inspections of all vehicles available? (18.A.02)			
2. Are all vehicles to be operated between sunset and sunrise equipped with: (18.A.04) a. 2 headlights? b. taillights and brake lights? c. front and back turn signals? d. 3 emergency flares, reflective markers, or equivalent portable warning devices?			
3. Are vehicles, except trailers or semi-trailers having a gross weight of 5000 lbs or less, equipped with service brakes and manually operated parking brakes? (18.A.05)			
4. Are service brakes on trailers and semitrailers controlled from the driver's seat of the prime mover? (18A.06)			
5. Does the vehicle have: (18.A.06) a. a speedometer? b. a fuel gage? c. an audible warning device (horn)? d. a windshield & adequate windshield wiper? e. an operable defroster and defogging device? f. an adequate rearview mirror? g. a cab, cab shield, and other protection to protect the driver from the elements and falling or shifting materials? h. non-slip surfaces on steps? I. a power-operated starting device?			



	Yes	No	N/A
6. Is all the glass safety glass and is all broken or cracked glass replace? (18.A.07)			
7. Do trailers meet the following: (18A.08) <ul style="list-style-type: none"> <li>a. Are all towing devices adequate for the weight drawn?</li> <li>b. Are all towing devices properly mounted?</li> <li>c. Are locking devices or a double safety system provided on every 5th wheel mechanism and tow bar arrangement to prevent accidental separation?</li> <li>d. Are trailers coupled with safety chains or cables to the towing vehicle?</li> <li>e. Are trailers equipped with the power brakes equipped with a break-away device which will lock-up the brakes in the event the trailer separates from the towing vehicle?</li> </ul>			
8. Are all dump trucks:(18.A.10) <ul style="list-style-type: none"> <li>a. equipped with a holding device to prevent accidental lowering of the body?</li> <li>b. equipped with a hoist lever secured to prevent accidental starting or tipping?</li> <li>c. equipped with means to determine (from the operator's position) if the dump box is lowered?</li> <li>d. equipped with trip handles for tailgates that allow the operator to be clear?</li> </ul>			
9. Are all buses, trucks and combination of vehicles with a carrying capacity of 1.5 tons or more, to be operated on public roads equipped with: (18.A.11) <ul style="list-style-type: none"> <li>a. 3 reflective markers?</li> <li>b. 2 wheel chocks for each vehicle?</li> <li>c. at least one 2A:10B:C fire extinguisher?</li> <li>d. at least two properly rated fire extinguishers (for vehicles carrying flammable cargo)?</li> <li>e. a red flag not less than 1 foot square.</li> </ul>			
10. Is vehicle exhaust controlled so as not to present a hazard to personnel? (18.A.13)			
11. Are all rubber tired motor vehicles equipped with fenders or with mud flaps if the vehicle is not designed for fenders? (18.A.14)			

	Yes	No	N/A
12. Are all vehicles, except buses, equipped with seat belts? (18.B.02)			
13. Does all self-propelled construction and industrial equipment have a working reverse signal alarm? (16.B.01)			
14. Are all hot surfaces of equipment, including exhaust pipes or other lines, guarded or insulated to prevent injury or fire? (16.B.03)			
15. If an off the road vehicle, is it equipped with rollover protective structures? (16.B.12)			
16. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

## SAFETY CHECKLIST FOR CRAWLER TRACTORS AND DOZERS

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01& .02)			
2. Are only qualified operators assigned to operate mechanized equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Is the unit shut down before refueling? (16.A.14)			
5. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
6. Is there an effective, working reverse alarm? (16.B.01)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03 ,07, and 13)			
8. Is protections against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflows from running onto engine exhaust or electrical equipment?			

10. Are exhaust discharges directed so they do not endanger person or obstruct operator vision?(16.B.05)	Yes	No	N/A
11. Are seat belts provided? (16B.08)			
12. Is protection (grills, canopies, screens) provided to shield operator from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

## SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS , AND OTHER MOBILE EQUIPMENT

Contract # and title:			
Equipment name and number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01 & .02)			
2. Are only qualified operators assigned to operate equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
5. Is there an effective working reverse alarm? (16.B.01)			
6. Is the unit shut down for refueling? (16.A.14)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03, .07 and .13)			
8. Is protection against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflow from running onto engine exhaust or electrical equipment? (16.B.04)			
10. Are exhaust discharges directed so they do not endanger persons or obstruct operator vision? (16.B.05)			

	Yes	No	N/A
11. Are seat belts provided for each person required to ride on the equipment? (16.B.08)			
12. Is protection (grills, canopies, screens) provided to shield operators from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Is a safe means of access to the cab provided (steps, grab bars, non-slip surfaces)? (16.B.03)_			
15. Are adequate head and tail lights provided? (16.A.07)			
16. Have brakes been tested and found satisfactory? (16.A.07)			
17. Does the unit have an emergency brake which will automatically stop the equipment upon brake failure? Is this system manually operable from the drivers position? (16.A.07)			
18. Is all equipment with windshields equipped with powered wipers and defogging or defrosting system? (16.A.07)			
19. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08A.04)			

21. Have air tanks been tested and certified? (20.A.01)	Yes	No	N/A
22. Is an air pressure gage in working condition installed on the unit? (20.A.12)			
23. Does the air tank have an accessible drain valve? (20.B.17)			
24. Remarks: (Enter action taken for all "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAFETY CHECKLIST FOR MATERIAL HOISTS			
Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contract Inspector:		Date inspected:	
	Yes	No	N/A
1. Are all hoist towers, masts, guys or braces, counterweights, drive machinery supports, sheave supports, platforms, supporting structures, and accessories designed by a licensed engineer? (16.K.02)			
2. Is a copy of the hoist operating manual available? (16.K.04)			
3. Do all floors and platforms have slip-resistant surfaces? (16.K.08)			
4. Are landings and runways adequately barricaded and is overhead protection provided where needed? (16.K.08)			
5. Are hoisting ropes installed IAW manufacturer's instructions? (16.K.10)			
6. Are operating rules posted at the hoist operator's station? (16.K.14)			
7. Are air powered hoists connected to an air supply of sufficient capacity and pressure to safely operate the hoist? (16.K.15)			
8. Are pneumatic hoses secured by some positive means to prevent accidental disconnection? (16.K.15)			
9. Remarks: (Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			



## SAFETY CHECKLIST FOR EARTH DRILLING EQUIPMENT

Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Is a copy of the manual for all drilling equipment available? (16.M.01)			
2. Have all overhead electrical hazards and potential ground hazards been identified in a site layout plan and addressed in an activity hazard analysis? (16.M.02)			
3. Are MSDSs for all drilling fluids available? (16.M.05)			
4. Does the drilling equipment have 2 easily accessible emergency shut down devices (one for the operator and one for the helper)? (16.M.06)			
5. Is the equipment posted with a warning of electrical hazards? (16.M.06)			
6. Is there a spotter or an electrical proximity warning device available to ensure safe distances from power lines are maintained? (16.M.06)			
7. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by  
OM  
0348-0046

[illegible]

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by  
OM  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

# REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
COMMODOES		
LAVATORIES		
URINALS		
EXHAUST FAN (9")		
EXHAUST FAN (OTHER)		
WATER COOLER		
HOTWATER HEATER		
MOP SINK		
AC PLANT	LS 5 TN.                      5-25 TN.                      25-100 TN.                      OVER 100 TN.	
AS (WINDOW TYPE)		
FIRE ALARM SYSTEM	MANUAL                      HALON                      SPRINKLER	
EMERGENCY LIGHTS		
UNIT HEATER		
STRIP HEATER		
COOLING TOWER		
WALK-IN COOLER		
AIR CURTAIN		
EYE WASH		
SHOWERS		
BOILER	GAS FIRED                      OIL FIRED                      STEAM	
FUEL TANK	UNDERGROUND                      OUTSIDE	

## REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
WASH BASIN		
AIR COMPRESSOR		
HOISTS		
INVENTORY BY:		DATA:
RECONCILED BY:		DATA:

# REAL PROPERTY INVENTORY

[illegible]

SECTION 01040

AS-BUILT DRAWINGS

PART 1 GENERAL

- 1.1. SUMMARY (Not Applicable)
- 1.2. DEFINITIONS
- 1.3. GENERAL REQUIREMENTS
- 1.4. TRANSMITTAL OF RED-LINE DRAWINGS
- 1.5. PROCEDURE
- 1.6. PROCEDURES FOR POSTING MODIFICATION CHANGES TO DRAWINGS
- 1.7. WORD ABBREVIATIONS
- 1.8. LEGEND SHEETS
- 1.9. CONTRACTOR SHOP DRAWINGS

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

- 3.1. GENERAL
- 3.2. SITE WORK
- 3.3. STRUCTURAL
- 3.4. MECHANICAL
- 3.5. ELECTRICAL



SECTION 01040

AS-BUILT DRAWINGS

**PART 1. GENERAL**

**1..1. SUMMARY (Not Applicable)**

**1..2. DEFINITIONS**

The definitions listed below form a part of this specification.

**1..2..1. Red-Line Drawings**

Contract drawings marked-up to show actual work performed to include necessary sketches, modification drawings, shop drawings and notes. Green ink is used to indicate work deleted from the contract. Red ink is used for additions and deviations from the contract.

**1..2..2. As-Built Drawings**

Professionally finished Mylar Drawings developed from the original contract drawings that include all of the information from the Red-Line Drawings and suitable for half-size reproduction.

**1..2..3. Mylar Drawings**

Drawings on 3 or 5 mil frosted mylar, similar or equal to K & E Stabilene.

**1..2..4. Black-Line Drawings**

Paper drawings reproduced from mylar drawings and suitable for microfilming.

**1..2..5. Full-Size Drawings**

28" x 40" nominal size (D size) drawings with all details visually readable.

**1..2..6. Half-Size Drawings**

14" x 20" nominal size drawings with all details visually readable.

**1..2..7. Modification Circle**

A circle with a horizontal line through the center of the circle. The top half will contain the letter "P" with the bottom half containing the Modification number. The lettering standard will be 120/6 WRICO or similar.

**1..3. GENERAL REQUIREMENTS**

The work includes creation of two sets of Red-Line Drawings that will be used by the Government to develop the permanent record As-Built Drawings of the construction. The Contractor is responsible for the development of the Red-Line Drawings. The Red-Line Drawings shall include all major features of the work and all details to the same level of detail as the original contract set

of drawings. All changes from the contract drawings, including but not limited to modifications, letters of clarification, changes which were made during construction, and/or additional information which was uncovered during construction, shall be accurately and neatly recorded on the Red-Line Drawings using the same symbology, terminology, and general quality as the original set of contract drawings. All sheets affected by a change will be revised. The transmittal requirement for Red-Line Drawings shall be shown as a separate activity on the Contractor prepared progress chart or network analysis system whichever is applicable.

#### **1..4. TRANSMITTAL OF RED-LINE DRAWINGS**

The Red-Line Drawings shall include all changes up to the time of acceptance of the project, unless otherwise directed by the Contracting Officer. The Contractor shall provide a Red-Line Drawing sheet for each sheet in the current contract drawing set. Two sets of the Red-Line Drawings, along with a letter certifying that the Red-Line Drawings include all executed contract modifications and changes made during construction and reflect true as-built conditions, shall be submitted to the Contracting Officer's Representative at the time of acceptance unless otherwise directed by the Contracting Officer. If Red-Line Drawings do not accurately depict all as-built conditions including all executed contract modifications and changes made during construction, the Red-Line Drawings will be returned to the Contractor for completion at no additional cost to the Government.

#### **1..5. PROCEDURE**

The Contractor shall maintain two sets of full-size Red-Line Drawings to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until the completion of the contract and shall be available for review by the Contracting Officer's Representative at all times. All as-built conditions shall be indicated on the Red-Line Drawings within (2) two days after work activity is complete or be entered as a deficiency on tracking system (see Section \=01440=\, CONTRACTOR QUALITY CONTROL).

#### **1..6. PROCEDURES FOR POSTING MODIFICATION CHANGES TO DRAWINGS**

**1..6..1.** Follow directions in the modification for posting descriptive changes.

**1..6..2.** A Modification Circle shall be placed at the location of each deletion.

**1..6..3.** For all new details or sections which are added to a drawing, place a Modification Circle by the detail or section title.

**1..6..4.** For minor changes to a drawing, place a Modification Circle by the area changed on the drawing (each location).

**1..6..5.** For major changes to a drawing, place a Modification Circle by the title of the affected plan, section or detail (each location).

**1..6..6.** For changes to schedules on drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.

1..6..7. The Modification Circle size shall be 1/2-inch diameter unless the area where the circle is to be placed is crowded. Use smaller size circle for crowded areas.

#### **1..7. WORD ABBREVIATIONS**

1..7..1. Abbreviations shown on the abbreviation sheet shall be used to describe all work items. Additional word abbreviations, not found on the abbreviation sheet but necessary to describe the work, shall be properly identified and incorporated with the other standard word abbreviations.

#### **1..8. LEGEND SHEETS**

1..8..1. Symbols which conflict with those on the original contract legend sheet shall not be used. Additional symbols, properly identified, necessary to depict any additional work items, shall be added to the legend sheet or supplemental legend. Those projects that do not have legend sheets may use supplemental legends on each sheet where symbol is shown.

#### **1..9. CONTRACTOR SHOP DRAWINGS**

Contractor shop drawings and/or fully developed project plans, prepared by others and furnished for a site adaptation, shall be carefully reviewed for technical adequacy and for conformance to criteria furnished. Design plans prepared by others shall identify it's designer's name on the Red-Line Drawings.

### **PART 2. PRODUCTS (Not Applicable)**

### **PART 3. EXECUTION**

Red-Line Drawings shall include as-built information to the same level of detail as shown on the original details, unless otherwise specified. The Contractor shall provide any additional Full-Size Drawings as required to display all the details.

#### **3..1. GENERAL**

Red-Line Drawings shall include the following:

3..1..1. All changes and modifications to the contract.

3..1..2. Where contract drawings or specifications allow for options, include only the option selected. The option selected and actually constructed shall be shown on the Red-Line Drawings.

3..1..3. Systems designed or enhanced by the Contractor such as HVAC control system, fire alarm system fire sprinkler system, irrigation sprinkler system, etc. shall be shown on the Red-Line Drawings.

#### **3..2. SITE WORK**

##### **3..2..1. Utilities**

All utilities shall be shown whether active, inactive, shown on the original contract drawings, or found on-site. The type of utility, location, general direction, size, material make-up and depth shall be shown. The location and description of any utility line or other installations of any kind known to exist within the construction area shall be shown. The location shall include dimensions to permanent features.

#### **3..2..2. Structures**

All structures above and below ground shall be shown. The size, material make-up, location, height, and/or depth shall be shown. Manholes shall show rim elevation and invert elevations as applicable. Power poles shall show electrical equipment and voltage rating.

#### **3..2..3. Grades**

Grade or alignment of roads, structures, or utilities shall be corrected if any changes were made from the contract drawings. Elevations shall be corrected if changes were made in site grading.

### **3..3. STRUCTURAL**

#### **3..3..1. Steel**

Shop drawings that deviate from the contract drawings shall be incorporated in the Red-Line Drawings.

### **3..4. MECHANICAL**

#### **3..4..1. Ductwork**

Ductwork shall be shown to reflect actual installation and duct size. Ductwork routing changes shall be shown.

#### **3..4..2. Plumbing**

Piping and fixtures shall be shown to reflect the type of material, size and the route or location.

### **3..5. ELECTRICAL**

#### **3..5..1. Electrical Panels**

All contract drawing panel schedules shall be revised to show as-built conditions. Home-run circuit designations on electrical drawings shall accurately correspond to the as-built panel schedules.

#### **3..5..2. Controls**

All control diagrams in contract drawings shall be revised to reflect as-built conditions, and setpoints.

ZERO ACCIDENTS  
SECTION 01200  
WARRANTY OF CONSTRUCTION

INDEX

1. WARRANTY OF CONSTRUCTION
2. ADDITIONAL WARRANTY REQUIREMENTS
3. SUBMITTALS
4. EQUIPMENT WARRANTY IDENTIFICATION TAGS.

**1. WARRANTY OF CONSTRUCTION**

1..1. Foremost and in addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 1.9 of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

1..2. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall commence for that part on the date of possession and continue for a period of 1 year.

1..3. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or controlled real or personal property, when that damage is the result of--

- a. The Contractor's failure to conform to contract requirements; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

1..4. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause.

1..5. The Contractor's warranty with respect to work restored, repaired or replaced will run for 1 year from the date of restoration, repair or replacement. This provision applies equally to all items restored, repaired, or replaced under paragraph 1.3 and 1.4 above.

1..6. The Government will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. Repair work necessary to correct a warranty condition which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., will be performed by the Contractor on an immediate basis as directed verbally by the Government. Written verification will follow verbal instruction.

1..7. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer or his authorized representative to have the warranty repair work performed by others and to proceed against the Contractor as outlined in the paragraph 2.1.2. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice,

the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense, as outlined in paragraph 2.1.2.

**1..8.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

a. Obtain all warranties that would be given in normal commercial practice;

b. Require all warranties to be executed, in writing, for the benefit of the Government.

**1..9.** Unless a defect is caused by the negligence of the Contractor or Subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

**1..10.** This warranty shall not limit the Government's right under the Inspection and Acceptance Clause of this contract with respect to latent defect, gross mistakes, or fraud.

## **2. ADDITIONAL WARRANTY REQUIREMENTS**

### **2..1. PERFORMANCE BOND**

**2..1..1.** It is understood that the Contractor's Performance Bond will remain effective for one (1) year from the date of acceptance.

**2..1..2.** If either the Contractor or his representative doesn't diligently pursue warranty work to completion, the contractor and surety will be liable for all costs. The Government, at its option, will either have the work performed by others or require the surety to have it done. Both direct and administrative costs will be reimbursable to the Government.

### **2..2. PRE-WARRANTY CONFERENCE**

**2..2..1.** Prior to contract completion and at a time designated by the Contracting Officer or his authorized representative, the Contractor shall meet with the Contracting Officer or his authorized representative to develop a mutual understanding with respect to the requirements of the Paragraph: WARRANTY OF CONSTRUCTION. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect and other details deemed necessary by the Contracting Officer or his authorized representative for the execution of the construction warranty shall be established/reviewed at this meeting.

**2..2..2.** In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of the \\*service representative\*\ which is authorized to initiate and pursue warranty work action on behalf of the Contractor and surety. This single point of contact

will be located within the local service area of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any Contractual responsibilities in connection with the paragraph: WARRANTY OF CONSTRUCTION.

**2..2..3.** Local service area is defined as the area in which the contractor or his representative can meet the response times as described in paragraph 2.4 and in any event shall not exceed 200 miles radius of the construction site.

### **2..3. EQUIPMENT WARRANTY IDENTIFICATION**

The Contractor shall provide warranty identification tags on all mechanical and electrical equipment installed under this contract. Tags and installation shall be in accordance with the requirements of Paragraph: EQUIPMENT WARRANTY IDENTIFICATION TAGS.

### **2..4. WARRANTY SERVICE CALLS**

The Contractor or his local service representative will respond to the site, to a call within the time periods as follows: Four (4) hours for Heating, Air Conditioning, Refrigeration, Air Supply and Distribution, Critical Electrical service Systems and Food Service Equipment and Twenty-Four (24) hours For All Other Systems.

## **3. SUBMITTALS**

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section \=01300=\ SUBMITTAL PROCEDURES:

\\*SD-01 Data\*\

\\*Service Representative\*\; \\*FIO\*\

Names of service representatives that will make warranty calls along with the day, night, weekend and holiday contacts for response to a call within the time period specified.

## **4. EQUIPMENT WARRANTY IDENTIFICATIONS TAGS**

### **4..1. GENERAL REQUIREMENTS**

The Contractor shall provide warranty identification tags on all Contractor and government furnished equipment which is Contractor installed.

**4..1..1.** The tags and information shall be similar in format and size to the exhibits provided by this specification, and shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and shall be installed in a position that is easily

Repair Railcar Offload/Transfer and  
Truck Offload/Receipt Pumps

DACA21-98-B-0034

(or most easily) noticeable. If the equipment surface is not suitable for adhesive back, Contractor shall submit his alternative to the Contracting Officer's Authorized Representative for review and approval. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

**4..1..2.** Tags for Warranted Equipment: The tag for his equipment shall be similar to the following:



```
)
*
*           EQUIPMENT WARRANTY
*
*           CONTRACTOR FURNISHED EQUIPMENT
*
*
* MFG_____ MODEL NO.____
*
* SERIAL NO.____
*
* CONTRACT NO.____
*
* CONTRACTOR NAME____
*
* CONTRACTOR ADDRESS____
*
* CONTRACTOR TELEPHONE____
*
* CONTRACTOR WARRANTY EXPIRES____
*
* IN CASE OF WARRANTY ACTION FIRST CONTACT *
*
* [DEH] [BCE] AT [TELEPHONE NUMBER]
*
*)
```

```
)
*
*           EQUIPMENT WARRANTY
*
*           GOVERNMENT FURNISHED EQUIPMENT
*
*
* MFG _____ MODEL NO. _____
*
* SERIAL NO. _____
*
* CONTRACT NO. _____
*
* DATE EQUIP PLACED IN SERVICE _____
*
*)
```

**4..1..3.** If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag. The Contractor's warranty expiration date and the final manufacturer's warranty expiration date will be determined as specified by the Paragraph "WARRANTY OF CONSTRUCTION".

#### **4..2. EXECUTION**

The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final

acceptance of the equipment. The Contractor shall be responsible for scheduling acceptance inspection with the Contracting Officer (verbal and written notification required). If this inspection is delayed by the Contractor, the Contractor shall, at his own expense, update the in-service and warranty expiration dates on these tags.

#### **4..3. EQUIPMENT WARRANTY TAG REPLACEMENT**

Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement. Such activity shall include a data warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be similar to the original tag, except that it should include the scope of repair and that the contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement. In the case of repair, the repair only will be covered by the extended warranty. In the case of replacement of a component, the component only will be covered by the extended warranty. In these cases, the original tags will not be removed, but an additional tag will be installed for the repair or component replacement.

SECTION 01330

SUBMITTAL PROCEDURES

ATTACHMENTS: Submittal Register (ENG Form 4288)  
Transmittal Form (ENG Form 4025)

- PART 1 GENERAL
  - 1.1 CONTRACTOR RESPONSIBILITIES
  - 1.2 SUBMITTAL DESCRIPTIONS
  - 1.3 SUBMITTAL CLASSIFICATION
  - 1.4 APPROVED SUBMITTALS
  - 1.5 DISAPPROVED SUBMITTALS
  - 1.6 WITHHOLDING OF PAYMENT
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION
  - 3.1 GENERAL
  - 3.2 SUBMITTAL REGISTER (ENG FORM 4288)
  - 3.3 SCHEDULING
  - 3.4 TRANSMITTAL FORM (ENG FORM 4025)
  - 3.5 SUBMITTAL PROCEDURE
  - 3.6 CONTROL OF SUBMITTALS
  - 3.7 GOVERNMENT APPROVED SUBMITTALS
  - 3.8 FOR INFORMATION ONLY SUBMITTALS
  - 3.9 STAMPS

SECTION 01330

SUBMITTAL PROCEDURES

ATTACHMENTS: Submittal Register (ENG Form 4288)  
Transmittal Form (ENG Form 4025)

**PART 1. GENERAL**

**1.1.1. CONTRACTOR RESPONSIBILITIES**

The Contractor is responsible for total management of his work including scheduling, control, and certification of all submittals. The submittal management system provided in these specifications is intended to be a complete system for the Contractor to use to control the quality of materials, equipment and workmanship provided by manufacturers, fabricators, suppliers and subcontractors. The Contractor shall review each submittal for contract compliance. Submittals that comply will be forwarded to the Government. Submittals that do not conform will be returned to the originator to be corrected. The Submittal Register (ENG Form 4288) will be utilized to log and monitor all submittal activities. No construction or installation activities shall be performed prior to required approvals of applicable submittals. The Contractor shall perform a check to assure that all materials and/or equipment have been tested, submitted and approved during the preparatory phase of quality control inspections.

**1.1.2. SUBMITTAL DESCRIPTIONS**

Definitions of submittals used in specifications are as follows:

\\*SD-01 Data\*\

Submittals which provide calculations, descriptions, or documentation regarding the work.

\\*SD-04 Drawings\*\

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

\\*SD-06 Instructions\*\

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

\\*SD-07 Schedules\*\

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

\\*SD-08 Statements\*\

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

\\*SD-09 Reports\*\

Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

\\*SD-13 Certificates\*\

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of this contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

\\*SD-14 Samples\*\

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

\\*SD-18 Records\*\

Documentation to record compliance with technical or administrative requirements.

\\*SD-19 Operation and Maintenance Manuals\*\

Data which forms a part of an operation and maintenance manual.

### **1.1.3. SUBMITTAL CLASSIFICATION**

Submittals are identified with submittal description (SD) numbers and classified as follows:

#### **1.1.3.1. Government Approved (GA)**

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." All submittals noted in the technical specifications and Submittal Register as "GA" or "GA1" are subject to Government approval. Government review element codes are indicated in the technical specifications for selected submittals (example, \*STME\*\). The Contractor shall ignore these codes.

#### **1.1.3.2. For Information Only (FIO)**

All "FIO" submittals noted in the technical specifications and Submittal Register not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

**1..4. APPROVED SUBMITTALS**

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

**1..5. DISAPPROVED SUBMITTALS**

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

**1..6. WITHHOLDING OF PAYMENT**

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

**PART 2. PRODUCTS (Not Applicable)**

**PART 3. EXECUTION**

**3..1. GENERAL**

The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288) or as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Submittals shall be made in the respective number of copies and to the respective addresses set forth below. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each respective transmittal form (ENG Form 4025) shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

**3..2. SUBMITTAL REGISTER (ENG FORM 4288)**

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will be furnished one (1) set of ENG Forms 4288 at the preconstruction conference on which will be listed each item of equipment and material of each type for which fabricators' drawings, and/or related descriptive data, test reports, samples, spare parts lists, O&M manuals, or other types of submittals are required by the specifications. Columns "d" through "q" have been completed by the Government; the Contractor shall complete columns "a" and "r" through "t" and return six (6) completed copies to the Contracting Officer for approval within twenty (20) calendar days after the preconstruction conference. The submittal register will become a part of the contract after approval. Columns b and c shall be left blank for use later to record the respective transmittal and item number corresponding to those listed on the transmittal form entitled: "TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE" (ENG Form 4025). The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

### **3..3. SCHEDULING**

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of twenty (20) calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

### **3..4. TRANSMITTAL FORM (ENG FORM 4025)**

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

### **3..5. SUBMITTAL PROCEDURE**

Submittals shall be made as follows:

#### **3..5..1. Procedures**

##### **3..5..1..1. "GA1" Submittals**

All items listed as "GA1" submittals in the various sections or on the Submittal Register shall be mailed directly to the addressee shown below as directed. For each submittal, a completed information copy of the attached transmittal form shall also be mailed to the Area Engineer.

Technical Reviewer

Engineering Division

Attn: CENWO-ED-DI  
U.S. Army Engineer District, Omaha  
215 North 17th Street  
Omaha, NE 68102-4978

Each required submittal which is in the form of a drawing shall be submitted as one (1) reproducible and one (1) print of the drawing. Drawing prints shall be either blue or black line permanent-type prints on a white background or blueprint. Reproducibles shall be brownline diazo or sepia and shall be of such quality that prints made therefrom are sufficiently clear for microfilm copying.

All catalog and descriptive data shall be submitted in eight (8) copies. Catalog cuts and other descriptive data which have more than one model, size, or type or which shows optional equipment shall be clearly marked to show the model, size, or type and all optional equipment which is proposed for approval. Submittals on component items forming a system or that are interrelated shall be submitted at one time as a single submittal in order to demonstrate that the items have been properly coordinated and will function as a unit.

#### **3..5..1..2. "GA" and "FIO" Submittals**

Except as noted below, data for all items listed as "GA" or "FIO" Submittals in the various sections shall be submitted in five (5) copies to the Area Engineer using the transmittal form. Items not to be submitted in multiples, such as samples and test cylinders, shall be submitted to the Area Engineer accompanied by five (5) copies of the transmittal form.

#### **3..5..1..3. Certificates of Compliance**

Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

#### **3..5..1..4. Purchase Orders**

Copies of purchase orders shall be furnished to the Contracting Officer when the Contractor requests assistance for expediting deliveries of equipment or materials, or when requested by the Contracting Officer for the purpose of quality assurance review. Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project shall (1) be clearly identified with the applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating, if applicable.

#### **3..5..1..5. Operation and Maintenance Instructions and/or Manuals**

Where required by various technical sections, operations and maintenance instructions and/or manuals with parts lists included shall be provided by the Contractor in quintuplicate, unless otherwise specified, and shall be assembled in three-ring binders with index and tabbed section divider and



having a cover indicating the contents by equipment or system name and project title and shall be submitted for approval to the Contracting Officer 90 days prior to final tests of mechanical and electrical systems, unless otherwise specified. Each operation and maintenance manual shall contain a copy of all warranties and a list of local service representatives required by Section \=01200=\ WARRANTY OF CONSTRUCTION. If field testing requires these copies to be revised, they shall be updated and resubmitted for approval within 10 calendar days after completion of tests. Also see SECTION 01730: OPERATION AND MAINTENANCE DATA.

#### **3..5..1..6. Interior/Exterior Finish Sample and Data**

All submittals for interior finish samples and data shall be submitted concurrently and all submittals for exterior finish samples and data shall be submitted concurrently.

#### **3..5..2. Deviations**

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

#### **3..6. CONTROL OF SUBMITTALS**

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

#### **3..7. GOVERNMENT APPROVED SUBMITTALS**

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated.

##### **3..7..1. "GA1" Submittals**

The drawing print and six (6) sets of all catalog data and descriptive literature will be retained by the Contracting Officer and the drawing reproducible and two (2) sets of catalog data and descriptive literature will be returned to the Contractor.

##### **3..7..2. "GA" Submittals**

Two (2) copies of "GA" submittals for approval will be returned to the Contractor except for samples, test cylinders, and O&M manuals for which two (2) copies of the transmittal form only will be returned to the Contractor.

#### **3..8. FOR INFORMATION ONLY SUBMITTALS**

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for

Repair Railcar Offload/Transfer and  
Truck Offload/Receipt Pumps

DACA21-98-B-0034

testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

**3..9. STAMPS**

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

Repair Railcar Offload/Transfer and  
Truck Offload/Receipt Pumps

DACA21-98-B-0034

CONTRACTOR

(Firm Name)

\_\_\_\_\_ Approved

\_\_\_\_\_ Approved with corrections as noted on submittal data and/or  
attached sheets(s).

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**INSTRUCTIONS  
ENG FORM 4288**

1. Column a, will be provided by the Contractor from his Network Analysis, if required, and when a network analysis is accepted.

2. Columns b and c, will be provided by the Contractor from ENG Form 4025 for each item. Transmittal number and Item number will be the same on both forms.

3. Column d, will be provided by the government to the Contractor.

4. Column e thru n, will be provided by the government to the Contractor.

5. Column o thru q, will be provided by the government to the Contractor. Abbreviation code will be as follows;

GA or GA1 - Government Approved.  
FIO - For Information Only.

6. Column r, will be provided by the Contractor. It will be the scheduled date the Contractor expects to submit an item. It is the Contractors responsibility to calculate the lead time needed for the government approval. Note if resubmittal is required it is the Contractors responsibility to make all adjustments necessary to meet the contract completion date.

7. Column s, will be provided by the Contractor. It will be the latest date the Contractor can receive an approval and still obtain the material by need date.

8. Column t, will be provided by the Contractor. It will be the date that the material is needed at the site. If there is a network analysis it should reflect that date on the analysis.

9. Column u, will be provided by the Contractor. The code will contain the action code used on Eng Form 4025, column g, for each item submitted to the government.

10. Column v, will be provided by the Contractor. The date will be the same as shown at the top of corresponding Eng Form 4025 and will reflect the date the actions shown in column s were rendered.

11. Column w, delete.

12. Column x, will be provided by the government. The code will contain the action code used on Eng Form 4025 column i, for each item submitted to the government.

13. Column y, will be provided by the government. The date when the actions listed in column v were taken will be entered. The date will be the same as shown in Eng Form 4025, Section II.

14. Column z, self explained.

Any revisions to the submittal register shall be submitted for approval by the Contractor as soon as possible.

**INSTRUCTIONS  
ENG FORM 4025**

1. DATE at the top of form will be the date submitted to the government which is to be completed by the Contractor.
2. TRANSMITTAL NO. Each new transmittal shall be numbered consecutively according to category in the space provided in "Transmittal No.". This number will be the identifying symbol for each submittal. Example: the first "GA1" item submitted should be Transmittal No. "GA1-001". Likewise, the first "GA" or "FIO" item submitted should be Transmittal No. GA-001 or FIO-001, respectively. For each new submittal or for a resubmittal, the appropriate box must be marked. Resubmittals must be designated by their original sequential number followed by an "A", "B", etc. for each sequential resubmittal. Example: "GA1-001A" (previous submittal No. GA1-001).
3. TO: box will contain the name and address of the office which will review the submittal. The name and address should be given in paragraph 3.5. Contractor is to complete this box after reviewing the classification provided by the government on Eng Form 4288 column o thru q and determining the proper address.
4. FROM: box will be the name and address of the Contractor. Contractor is to complete this box.
5. CONTRACT NO. box will contain the Contractors construction contract number (e.g., DACXXX-XX-C-XXXX).
6. CHECK ONE box will be completed by the Contractor with one box marked. If a resubmittal is provided last transmittal number will be added.
7. SPECIFICATION SECTION NO. box will be completed by the Contractor. The number will be the five digit number found in the specifications. No more than one section will be covered with each transmittal.
8. PROJECT TITLE AND LOCATION box will be completed by the Contractor.
9. Column a, will be completed by the Contractor and will contain a different number for each item submitted in that transmittal. Once a number is assigned to an item it will remain the same even if there is a resubmittal.
10. Column b, will be completed by the Contractor. The description of each item on this form will include the descriptions provided by the government on the submittal register Eng Form 4288 column e thru n plus any other data necessary to describe the item. The Contractor shall submit each submittal register item all at once on one transmittal if possible. If a submittal register item can not be submitted all at once Contractor should note that in the remarks box. If a submittal register item requires several items, description shall contain submittal register description plus any additional specific descriptions. Additional items not on the submittal register will be noted in the remarks box.

11. Column c, will be completed by the Contractor. The information will be the appropriate submittal description number as described in Section 01300 or shown on submittal register Eng Form 4288 column e thru n (e.g. SD-XX).

12. Column d, will be completed by the Contractor. The number of copies will be determined by the Contractor after review of Eng Form 4288, column o thru q, for the classification of the item and after review of paragraph 3.5 of Section 01300 "Submittal Procedures".

13. Column e, will be completed by the Contractor. The Contractor shall state all applicable paragraph numbers.

14. Column f, will be completed by the Contractor. The Contractor shall state all applicable drawing sheet numbers.

15. Column g, will be completed by the Contractor. The action codes will be one of the following when submittal is for the government:

- A - Approved as submitted.
- B - Approved, except as noted.
- C - Approved, except as noted. Refer to attached sheet resubmission required.
- G - Other (specify).

16. Column h, will be completed by the Contractor. A check shall be placed in this column when a submittal is not in accordance with the plans and specifications also, a written statement to that effect shall be included in the space provided for "Remarks".

17. Column i, will be completed by the government. The action code will be one of the following;

- A - Approved as submitted.
- B - Approved except as noted on drawings.
- C - Approved, except as noted on drawings. Refer to attached \_\_\_\_\_ sheet resubmission required.
- D - Will be returned by separate correspondence.
- E - Disapproved (See Attached).
- Fx - Receipt acknowledged, does not comply as noted with contract requirements.
- G - Other (specify).

18. REMARKS box self explained.

19. Contractor must sign all Eng Form 4025 certifying conformance.

20. Section II will be completed by the Government. Contractor is not to write in this space.

See reverse side of ENG Form 4025 for additional instructions.

<b>SUBMITTAL REGISTER</b>					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>00800</b>	<b>SD- 04 Drawings</b>										
			4.1., 23.	Equipment Room Drawings	GA									
			<b>00800</b>	<b>SD- 07 Schedules</b>										
			39.	...										
			4.1., 24.1.	Equipment List	FIO									
			4.1., 24.2.	Guarantees	FIO									
			<b>01200</b>	<b>SD- 01 Data</b>										
			2.2.2., 3.	service representative	FIO									
			<b>01400</b>	<b>SD- 18 Records</b>										
			1.2.1., 1.6.	(QC) plan	GA									
			<b>01560</b>	<b>SD- 08 Statements</b>										
			1.3.1.	Health and Safety Plan	GA									
			1.3.1.	Stormwater Pollution Prevention Plan	GA									
			1.3.1., 1.4.	Class I ODS prohibition	GA									
			1.3.1., 1.5.1.	Environmental protection plan	GA									
			1.3.1., 1.5.2.	Preconstruction survey	GA									
			1.3.1., 1.6.	Safety program	GA									
			1.3.1., 1.6.	MSDS	GA									
			1.3.1., 1.6.	Confined space entry procedure	GA									
			<b>01560</b>	<b>SD- 18 Records</b>										

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			1.3.2., 1.3.2.1.	Solid Waste Disposal Permit	GA									
			1.3.2., 1.3.2.1.	Solid waste disposal permit	GA									
			1.3.2., 1.3.2.2.	Disposal Permit for Hazardous Waste	GA									
			1.3.2., 1.3.2.2.	Disposal permit for hazardous waste	GA									
			<b>02072</b>	<b>SD- 08 Statements</b>										
			1.4.1.	Piping removal and disposal plan	GA									
			1.4.1., 1.4.1.1., 6.2	Site Safety and Health Plan	GA									
			1.4.1., 1.4.1.1., 6.2	Site safety and health plan	GA									
			1.4.1., 1.4.1.2.	Excavation and material handling plan	GA									
			1.4.1., 1.4.1.2.	Excavation and Material Handling Plan	GA									
			1.4.1., 1.4.1.3.	Field Sampling and Laboratory Testin	GA									
			1.4.1., 1.4.1.3.	Field sampling and laboratory testing	GA									
			1.4.1., 1.4.1.5., 1.6	Qualification	GA									
			1.4.1., 1.4.1.6., 6.4	Spill and Discharge Control Plan	GA									
			1.4.1., 1.4.1.6., 6.4	Spill and discharge control plan	GA									
			1.4.1.4.	PipingRemoval and Disposal Plan	GA									
			<b>02072</b>	<b>SD- 18 Records</b>										
			1.4.2.	Contaminated soil disposal paperwork	GA									
			1.4.2.	Contaminated wash water disposal pa	GA									
			<b>02210</b>	<b>SD- 09 Reports</b>										



SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			1.3., 3.11.	Field Testing Control	FIO									
			<b>02511A</b>	<b>SD- 18   Records</b>										
			1.2.	Concrete	GA									
			<b>02935</b>	<b>SD- 08   Statements</b>										
			1.3., 3.6.2.4.	Maintenance Report	FIO									
			<b>02935</b>	<b>SD- 13   Certificates</b>										
			1.3., 2.1.1.	Seed	GA2									
			<b>03300A</b>	<b>SD- 13   Certificates</b>										
			1.2.	Cementitious Materials	GA									
			<b>05120</b>	<b>SD- 04   Drawings</b>										
			1.3.	Structural Steel System	GA1									
			1.3.	Structural Connections	GA1									
			<b>05120</b>	<b>SD- 13   Certificates</b>										
			1.3.	Mill Test Reports	FIO									
			1.3.	Welder Qualifications	FIO									
			<b>05120</b>	<b>SD- 14   Samples</b>										
			1.3.	Carbon Steel Bolts and Nuts	FIO									
			1.3., 2.8.	Washers	FIO									
			<b>05300</b>	<b>SD- 01   Data</b>										
			1.2., 2.1.	Deck Units	GA1									

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>05300</b>	<b>SD- 13 Certificates</b>										
			1.2., 2.1.	Deck Units	GA									
			1.2., 3.3.	Attachments	GA									
			<b>06100</b>	<b>SD- 04 Drawings</b>										
			1.2.	Nailers and Nailing Strips	GA									
			<b>07220</b>	<b>SD- 06 Instructions</b>										
			1.2., 3.7.	Application of Insulation	FIO									
			<b>07220</b>	<b>SD- 08 Statements</b>										
			1.2.	Inspection	FIO									
			2.2.	INSULATION										
			<b>07535</b>	<b>SD- 06 Instructions</b>										
			1.3.	Materials and Installation	GA									
			<b>07535</b>	<b>SD- 13 Certificates</b>										
			1.3.	Qualifications	GA									
			1.3.	Materials	GA									
			<b>07535</b>	<b>SD- 18 Records</b>										
			1.3.	Bills of Lading	GA									
			<b>07600</b>	<b>SD- 04 Drawings</b>										
			1.3., 2.1.	Materials	GA									
			<b>09900</b>	<b>SD- 01 Data</b>										

\* Classification: GA: Government Approved, FIO: For Information Only  
 ENG FORM 4288-E, Mar 95 (Revised Apr 96)

SUBMITTAL REGISTER					SPECIFICATION SECTION										
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER			
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z	
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y		
			1.2., 2.1.	Paint	FIO										
			<b>09900</b>	<b>SD- 06 Instructions</b>											
			1.2., 3.3.	Mixing and Thinning	FIO										
			1.2., 3.4.	Application	FIO										
			<b>09900</b>	<b>SD- 13 Certificates</b>											
			1.2., 2.1.3.	Lead	FIO										
			1.2., 2.1.5.	Volatile Organic Compound (VOC) Co	FIO										
			<b>09900</b>	<b>SD- 14 Samples</b>											
			1.2.	Paint Chip Samples	GA										
			<b>13120A</b>	<b>SD- 04 Drawings</b>											
			1.4.	Metal Building	GA1										
			<b>13120A</b>	<b>SD- 13 Certificates</b>											
			1.4.	Metal Building	GA										
			<b>15050</b>	<b>SD- 01 Data</b>											
			1.2.	Air Eliminator Tank and Equipment	GA										
			1.2.	Product Recovery Tank	GA										
			1.2.	Air Eliminator Tank and Equipment	GA										
			1.2.	Flow Switch	GA										
			1.2.	Product Recovery Tank and Accessor	GA										
			1.2., 2.5.	Pressure Gages	GA										

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			15050	SD- 04 Drawings										
			1.2.	Product Recovery Tank	GA									
			1.2.	Air Eliminator Tank and Equipment	GA									
			15050	SD- 13 Certificates										
			1.2.	Coating Products	GA									
			1.2.	U.L. Labeled products	GA									
			15050	SD- 19 Operation and Maintenanc										
			1.2.	Product Recovery Tank and Accessor	GA									
			1.2.	Pressure Gauges	GA									
			15060	SD- 01 Data										
			1.2.	Isolating Gasket Kits	GA									
			1.2.	Flexible Hoses	GA									
			1.2.	Strainers	GA									
			1.2.	Valves	GA									
			1.2.	Piping	GA									
			1.2.	Sample Connections	GA									
			1.2.	Fittings	GA									
			1.2.	Gaskets	GA									
			1.2.	Purge Blocks	GA									
			1.2.	Lightning Surge Arrester	GA									

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>15060</b>	<b>SD- 08 Statements</b>										
			1.2.	Qualifications of Welders	FIO									
			<b>15060</b>	<b>SD- 09 Reports</b>										
			1.2.	Pneumatic Test	FIO									
			1.2.	Hydrostatic Test	FIO									
			<b>15060</b>	<b>SD- 13 Certificates</b>										
			1.2.	Isolating Gasket Kits	FIO									
			1.2.	Pipe	FIO									
			1.2.	Fittings	FIO									
			1.2.	Valves	FIO									
			1.2.	Pipe Weld Radiograph Inspector's Ce	FIO									
			1.2.	Epoxy Coating and Application	FIO									
			<b>15060</b>	<b>SD- 19 Operation and Maintenanc</b>										
			1.2.	Operation and Maintenance Manuals	GA									
			<b>15101</b>	<b>SD- 01 Data</b>										
			1.3.	Control Valves	GA									
			<b>15101</b>	<b>SD- 04 Drawings</b>										
			1.3.	Control Valves	GA									
			<b>15101</b>	<b>SD- 09 Reports</b>										
			1.3.	Control Valves	FIO									

\* Classification: GA: Government Approved, FIO: For Information Only  
 ENG FORM 4288-E, Mar 95 (Revised Apr 96)

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>15101</b>	<b>SD- 13 Certificates</b>										
			1.3.	Previous Air Force/Military Projects	GA									
			1.3.	Qualified Engineers	GA									
			1.3.	Field Assistance	GA									
			<b>15101</b>	<b>SD- 19 Operation and Maintenanc</b>										
			1.3.	Operation and Maintenance Manuals	GA									
			<b>15140</b>	<b>SD- 01 Data</b>										
			1.2.	Transfer Pump (TP-1 through TP-4)	GA									
			<b>15140</b>	<b>SD- 04 Drawings</b>										
			1.2.	Transfer Pump (TP-1 through TP-4)	GA									
			<b>15140</b>	<b>SD- 09 Reports</b>										
			1.2.	Certified Test Curves	FIO									
			<b>15140</b>	<b>SD- 13 Certificates</b>										
			1.2.	Transfer Pump (TP-1 through TP-4)	GA									
			<b>15140</b>	<b>SD- 19 Operation and Maintenanc</b>										
			1.2.	Operation and Maintenance Manuals	GA									
			<b>15880</b>	<b>SD- 04 Drawings</b>										
			1.2.	Filter Separator	GA									
			<b>15880</b>	<b>SD- 13 Certificates</b>										
			1.2.	Filter Separator	FIO									

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>15880</b>	<b>SD- 19 Operation and Maintenanc</b>										
			1.2.	Filter Separator	GA									
			<b>15899</b>	<b>SD- 01 Data</b>										
			1.1.	System Start-up Plan	GA									
			1.1.	Certification of Entire System	FIO									
			<b>15899</b>	<b>SD- 09 Reports</b>										
			1.1.	Test Reports	FIO									
			<b>16370</b>	<b>SD- 01 Data</b>										
			1.3.	Material, Equipment, and Fixture Lists	GA									
			1.3.	Installation Procedures	GA									
			1.3.	Manufacturer's Catalog	GA									
			<b>16370</b>	<b>SD- 04 Drawings</b>										
			1.3.	As-Built Drawings	FIO									
			1.3.	Electrical Distribution System	GA									
			<b>16370</b>	<b>SD- 09 Reports</b>										
			1.3.	Factory Test	GA									
			1.3.	Test Reports	GA									
			1.3., 3.11.	Field Testing	FIO									
			<b>16370</b>	<b>SD- 13 Certificates</b>										
			1.3.	Materials and Equipment	GA									

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>16370</b>	<b>SD- 19 Operation and Maintenanc</b>										
			1.3.	Electrical Distribution System	GA									
			<b>16375</b>	<b>SD- 01 Data</b>										
			1.3.	Manufacturer's Catalog Data	GA									
			1.3.	Installation Procedures	GA									
			1.3.	Material, Equipment, and Fixture Lists	GA									
			<b>16375</b>	<b>SD- 04 Drawings</b>										
			1.3.	Electrical Distribution System	GA									
			1.3.	As-Built Drawings	FIO									
			<b>16375</b>	<b>SD- 09 Reports</b>										
			1.3.	Factory Test	GA									
			1.3.	Field Testing	GA									
			1.3.	Test Reports	GA									
			1.3.	Cable Installation Reports	GA									
			<b>16375</b>	<b>SD- 13 Certificates</b>										
			1.3.	Cable Installer Qualifications	GA									
			1.3.	Materials and Equipment	GA									
			1.3.	Cable Splicer Qualification	GA									
			<b>16375</b>	<b>SD- 19 Operation and Maintenanc</b>										
			1.3.	Electrical Distribution System	GA									



SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>16415</b>	<b>SD- 01 Data</b>										
			1.3.	Manufacturer's Catalog	GA									
			1.3.	Material, Equipment, and Fixture Lists	GA									
			1.3.	Installation Procedures	GA									
			1.3.	Fault Current and Protective Device C	GA									
			<b>16415</b>	<b>SD- 04 Drawings</b>										
			1.3.	Interior Electrical Equipment	GA									
			1.3.	As-Built Drawings	FIO									
			<b>16415</b>	<b>SD- 08 Statements</b>										
			1.3.	On-Site Test	GA									
			<b>16415</b>	<b>SD- 09 Reports</b>										
			1.3.	Field Test Plan	GA									
			1.3.	Field Test Reports	GA									
			1.3.	Factory Test Reports	GA									
			<b>16415</b>	<b>SD- 13 Certificates</b>										
			1.3.	Materials and Equipment	GA									
			1.3.	Electrical License	GA									
			<b>16670</b>	<b>SD- 04 Drawings</b>										
			1.3.	Lightning Protection System	GA									
			<b>16670</b>	<b>SD- 13 Certificates</b>										

SUBMITTAL REGISTER					SPECIFICATION SECTION										
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER			
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z	
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y		
			1.3.	Materials and Equipment	GA										
			<b>16906</b>	<b>SD- 01 Data</b>											
			1.3.2.	Pump Control Panel	GA1										
			1.3.2., 1.6.	Experience and Qualifications	GA1										
			1.3.2., 2.2.	Control Panel Components	GA1										
			1.3.2., 2.3.	Control System Hardware and Softwar	GA1										
			<b>16906</b>	<b>SD- 04 Drawings</b>											
			1.3.2.	Shop Drawings	GA1										
			1.3.2., 2.1.	Pump Control Panel (PCP)	GA1										
			1.3.2., 2.2.	Control Panel Components	GA1										
			1.3.2., 2.3.	Control System Hardware and Softwar	GA1										
			1.3.2., 3.2.	Control Ladder Diagram	GA1										
			<b>16906</b>	<b>SD- 07 Schedules</b>											
			1.3.2.	List of Equipment and Materials	FIO										
			<b>16906</b>	<b>SD- 09 Reports</b>											
			1.3.2., 1.4.	Certified Pump Control Panel Shop Te	FIO										
			<b>16906</b>	<b>SD- 18 Records</b>											
			1.3.2., 3.3.2.	Plan For Instructing Operating Person	GA1										
			1.3.2., 3.4.	Tools and Spare Parts	GA										
			<b>16906</b>	<b>SD- 19 Operation and Maintenanc</b>											

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION: Repair Railcar Offload/Transfer Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			1.3.2.	Operation and Maintenance Manuals	GA1									

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION:Repair Truck Offload/Receipt Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>02050</b>	<b>SD- 08 Statements</b>										
			1.3.	Work Plan	GA									
			<b>02072</b>	<b>SD- 08 Statements</b>										
			1.4.1.	Piping removal and disposal plan	GA									
			1.4.1., 1.4.1.1., 6.2	Site safety and health plan	GA									
			1.4.1., 1.4.1.1., 6.2	Site Safety and Health Plan	GA									
			1.4.1., 1.4.1.2.	Excavation and material handling plan	GA									
			1.4.1., 1.4.1.3.	Field Sampling and Laboratory Testin	GA									
			1.4.1., 1.4.1.3.	Field sampling and laboratory testing	GA									
			1.4.1., 1.4.1.5., 1.6	Qualification	GA									
			1.4.1., 1.4.1.5., 1.6	Qualification	GA									
			1.4.1., 1.4.1.6., 6.4	Spill and discharge control plan	GA									
			1.4.1., 1.4.1.6., 6.4	Spill and Discharge Control Plan	GA									
			1.4.1.4.	PipingRemoval and Disposal Plan	GA									
			<b>02072</b>	<b>SD- 18 Records</b>										
			1.4.2.	Contaminated soil disposal paperwork	GA									
			1.4.2.	Contaminated wash water disposal pa	GA									
			<b>02210</b>	<b>SD- 09 Reports</b>										
			1.3., 3.11.	Field Testing Control	FIO									
			<b>02243</b>	<b>SD- 09 Reports</b>										

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION:Repair Truck Offload/Receipt Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			1.4., 1.8.	Sampling and Testing	FIO									
			1.4., 1.8.5.	Approval of Materials	GA									
			1.4., 3.2.7.	Evaluation	GA									
			<b>02275</b>	<b>SD- 01 Data</b>										
			1.3.	Raw Materials	GA									
			<b>02275</b>	<b>SD- 06 Instructions</b>										
			1.3., 2.2.	Tests, Inspections, and Verifications	GA									
			<b>02275</b>	<b>SD- 14 Samples</b>										
			1.3., 2.2.	Tests, Inspections, and Verifications	GA									
			<b>02277</b>	<b>SD- 01 Data</b>										
			1.5.	Materials	GA1									
			<b>02277</b>	<b>SD- 04 Drawings</b>										
			1.5.	Shop Drawings	GA1									
			1.5.	As-built Drawings	GA1									
			<b>02277</b>	<b>SD- 06 Instructions</b>										
			1.5.	Field Seaming	GA1									
			1.5., 2.2.	Tests, Inspections, and Verifications	GA1									
			<b>02277</b>	<b>SD- 08 Statements</b>										
			1.5.	Qualifications	GA1									
			<b>02277</b>	<b>SD- 09 Reports</b>										

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION:Repair Truck Offload/Receipt Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			1.5.	Field Seaming	GA									
			1.5., 2.2.	Tests, Inspections, and Verifications	GA									
			<b>02277</b>	<b>SD- 14 Samples</b>										
			1.5., 2.2.	Tests, Inspections, and Verifications	GA1									
			<b>02540</b>	<b>SD- 01 Data</b>										
			1.2., 2.1.	Concrete Mix Design	GA									
			1.2., 2.1.1.	Cement	FIO									
			1.2., 2.1.10.	Reinforcement	FIO									
			1.2., 2.1.2.	Fly Ash	FIO									
			1.2., 2.1.3.	Concrete Aggregates	GA									
			1.2., 2.1.4.	Admixtures	FIO									
			1.2., 2.1.5.	Curing Materials	FIO									
			1.2., 2.1.6.	Joint Filler	FIO									
			1.2., 2.1.7.	Epoxy Resin	FIO									
			1.2., 2.1.8.	Separating and Blocking Media	FIO									
			1.2., 2.1.9.	Joint Sealant	FIO									
			<b>02540</b>	<b>SD- 09 Reports</b>										
			1.2., 3.3., 3.3.3.2.1	Tests	GA									
			1.2., 3.3.1.1., 3.3.2	Concrete Field Tests	GA									
			<b>02710</b>	<b>SD- 13 Certificates</b>										

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION:Repair Truck Offload/Receipt Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			1.2., 2.1.	Pipe for Subdrains	FIO									
			<b>02720</b>	<b>SD- 06 Instructions</b>										
			1.3., 3.3.	Placing Pipe	FIO									
			<b>02720</b>	<b>SD- 13 Certificates</b>										
			1.3., 2.1.	Pipe For Culverts and Storm Drains	FIO									
			1.3., 2.4.3.	Frame and Cover or Gratings	FIO									
			<b>02935</b>	<b>SD- 08 Statements</b>										
			1.3., 3.6.2.4.	Maintenance Report	FIO									
			<b>02935</b>	<b>SD- 13 Certificates</b>										
			1.3., 2.1.1.	Seed	GA2									
			<b>03300A</b>	<b>SD- 13 Certificates</b>										
			1.2.	Cementitious Materials	GA									
			<b>05120</b>	<b>SD- 04 Drawings</b>										
			1.3.	Structural Steel System	GA1									
			1.3.	Structural Connections	GA1									
			<b>05120</b>	<b>SD- 13 Certificates</b>										
			1.3.	Mill Test Reports	FIO									
			1.3.	Welder Qualifications	FIO									
			<b>05120</b>	<b>SD- 14 Samples</b>										
			1.3.	Carbon Steel Bolts and Nuts	FIO									

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION:Repair Truck Offload/Receipt Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			1.3., 2.8.	Washers	FIO									
			15050	SD- 01   Data										
			1.2.	Flow Switch	GA									
			1.2.	Air Eliminator Tank and Equipment	GA									
			1.2.	Air Eliminator Tank and Equipment	GA									
			1.2., 2.5.	Pressure Gages	GA									
			15050	SD- 04   Drawings										
			1.2.	Air Eliminator Tank and Equipment	GA									
			15050	SD- 13   Certificates										
			1.2.	Coating Products	GA									
			1.2.	U.L. Labeled products	GA									
			15050	SD- 19   Operation and Maintenanc										
			1.2.	Pressure Gauges	GA									
			15060	SD- 01   Data										
			1.2.	Fittings	GA									
			1.2.	Piping	GA									
			1.2.	Strainers	GA									
			1.2.	Flexible Hoses	GA									
			1.2.	Lightning Surge Arrester	GA									
			1.2.	Sample Connections	GA									



SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION:Repair Truck Offload/Receipt Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			1.2.	Isolating Gasket Kits	GA									
			1.2.	Gaskets	GA									
			1.2.	Purge Blocks	GA									
			1.2.	Valves	GA									
			<b>15060</b>	<b>SD- 08 Statements</b>										
			1.2.	Qualifications of Welders	FIO									
			<b>15060</b>	<b>SD- 09 Reports</b>										
			1.2.	Pneumatic Test	FIO									
			1.2.	Hydrostatic Test	FIO									
			<b>15060</b>	<b>SD- 13 Certificates</b>										
			1.2.	Isolating Gasket Kits	FIO									
			1.2.	Pipe	FIO									
			1.2.	Fittings	FIO									
			1.2.	Valves	FIO									
			1.2.	Pipe Weld Radiograph Inspector's Ce	FIO									
			1.2.	Epoxy Coating and Application	FIO									
			<b>15060</b>	<b>SD- 19 Operation and Maintenanc</b>										
			1.2.	Operation and Maintenance Manuals	GA									
			<b>15101</b>	<b>SD- 01 Data</b>										
			1.3.	Control Valves	GA									

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION:Repair Truck Offload/Receipt Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>15101</b>	<b>SD- 04 Drawings</b>										
			1.3.	Control Valves	GA									
			<b>15101</b>	<b>SD- 09 Reports</b>										
			1.3.	Control Valves	FIO									
			<b>15101</b>	<b>SD- 13 Certificates</b>										
			1.3.	Previous Air Force/Military Projects	GA									
			1.3.	Qualified Engineers	GA									
			1.3.	Field Assistance	GA									
			<b>15101</b>	<b>SD- 19 Operation and Maintenanc</b>										
			1.3.	Operation and Maintenance Manuals	GA									
			<b>15140</b>	<b>SD- 01 Data</b>										
			1.2.	Offload Pump (OP-1 through OP-3)	GA									
			<b>15140</b>	<b>SD- 04 Drawings</b>										
			1.2.	Offload Pump (OP-1 through OP-3)	GA									
			<b>15140</b>	<b>SD- 09 Reports</b>										
			1.2.	Certified Test Curves	FIO									
			<b>15140</b>	<b>SD- 13 Certificates</b>										
			1.2.	Offload Pump (OP-1 through OP-3)	GA									
			<b>15140</b>	<b>SD- 19 Operation and Maintenanc</b>										
			1.2.	Operation and Maintenance Manuals	GA									

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION:Repair Truck Offload/Receipt Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>16375</b>	<b>SD- 01 Data</b>										
			1.3.	Installation Procedures	GA									
			1.3.	Manufacturer's Catalog Data	GA									
			1.3.	Material, Equipment, and Fixture Lists	GA									
			<b>16375</b>	<b>SD- 04 Drawings</b>										
			1.3.	As-Built Drawings	FIO									
			1.3.	Electrical Distribution System	GA									
			<b>16375</b>	<b>SD- 09 Reports</b>										
			1.3.	Factory Test	GA									
			1.3.	Field Testing	GA									
			1.3.	Test Reports	GA									
			<b>16375</b>	<b>SD- 13 Certificates</b>										
			1.3.	Materials and Equipment	GA									
			<b>16375</b>	<b>SD- 19 Operation and Maintenanc</b>										
			1.3.	Electrical Distribution System	GA									
			<b>16415</b>	<b>SD- 01 Data</b>										
			1.3.	Manufacturer's Catalog	GA									
			1.3.	Material, Equipment, and Fixture Lists	GA									
			1.3.	Fault Current and Protective Device C	GA									
			1.3.	Installation Procedures	GA									

SUBMITTAL REGISTER					SPECIFICATION SECTION									
TITLE AND LOCATION:Repair Truck Offload/Receipt Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER		
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y	
			<b>16415</b>	<b>SD- 04 Drawings</b>										
			1.3.	Interior Electrical Equipment	GA									
			1.3.	As-Built Drawings	FIO									
			<b>16415</b>	<b>SD- 08 Statements</b>										
			1.3.	On-Site Test	GA									
			<b>16415</b>	<b>SD- 09 Reports</b>										
			1.3.	Field Test Reports	GA									
			1.3.	Factory Test Reports	GA									
			1.3.	Field Test Plan	GA									
			<b>16415</b>	<b>SD- 13 Certificates</b>										
			1.3.	Materials and Equipment	GA									
			1.3.	Electrical License	GA									
			<b>16528</b>	<b>SD- 01 Data</b>										
			1.4.	Equipment and Materials	GA									
			1.4.	Spare Parts	FIO									
			<b>16528</b>	<b>SD- 04 Drawings</b>										
			1.4.	Lighting System	GA									
			1.4.	As-Built Drawings	FIO									
			<b>16528</b>	<b>SD- 09 Reports</b>										
			1.4.	Operating Test	GA									

SUBMITTAL REGISTER					SPECIFICATION SECTION										
TITLE AND LOCATION:Repair Truck Offload/Receipt Pumps, Pope AFB, NC					CONTRACTOR							CONTRACT NUMBER			
ACTIV- ITY No. a	TRANS- MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI- FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z	
						SUBMIT r	APPROVAL NEEDED BY s	MATERIALS NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN- MENT w	CODE x	DATE y		
			1.4.	Ground Resistance Measurements	FIO										
			16528	SD- 19 Operation and Maintenanc											
			1.4.	Lighting System	FIO										
			16670	SD- 04 Drawings											
			1.3.	Lightning Protection System	GA										
			16670	SD- 13 Certificates											
			1.3.	Materials and Equipment	GA										
			16906	SD- 01 Data											
			1.3.2.	Control System Hardware and Softwar	GA1										
			1.3.2., 1.6.	Experience and Qualifications	GA1										
			16906	SD- 04 Drawings											
			1.3.2., 3.2.	Control Ladder Diagram	GA1										
			16906	SD- 18 Records											
			1.3.2., 3.3.2.	Plan For Instructing Operating Person	GA1										
			16906	SD- 19 Operation and Maintenanc											
			1.3.2.	Operation and Maintenance Manuals	GA1										

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <i>(Read instructions on the reverse side prior to initiating this form)</i>	DATE	TRANSMITTAL NO.
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------	-----------------

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <i>(This section will be initiated by the contractor)</i>			
TO:	FROM:	CONTRACT NO.	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____

SPECIFICATION SEC. NO. <i>(Cover only one section with each transmittal)</i>	PROJECT TITLE AND LOCATION
------------------------------------------------------------------------------	----------------------------

ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <i>(Type size, model number/etc.)</i>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See instruction no. 8)</i>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <i>(See instruction No. 6)</i>	FOR CE USE CODE
				SPEC. PARA. NO.	DRAWING SHEET NO.			
<i>a.</i>	<i>b.</i>	<i>c.</i>	<i>d.</i>	<i>e.</i>	<i>f.</i>	<i>g.</i>	<i>h.</i>	<i>i.</i>

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.  _____ NAME AND SIGNATURE OF CONTRACTOR
---------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SECTION II - APPROVAL ACTION		
ENCLOSURES RETURNED <i>(List by Item No.)</i>	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

## INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other ( <i>Specify</i> )

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

- 1.1. REFERENCES
- 1.2. SUBMITTALS
- 1.3. INFORMATION FOR THE CONTRACTING OFFICER
- 1.4. QC PROGRAM REQUIREMENTS
- 1.5. QC ORGANIZATION
- 1.6. QUALITY CONTROL (QC) PLAN
- 1.7. COORDINATION AND MUTUAL UNDERSTANDING MEETING
- 1.8. QC MEETINGS
- 1.9. THREE PHASES OF CONTROL
- 1.10. SUBMITTAL REVIEW AND APPROVAL
- 1.11. TESTING
- 1.12. QC CERTIFICATIONS
- 1.13. DOCUMENTATION

PART 2 PRODUCTS

PART 3 EXECUTION



## SECTION 01400

## QUALITY CONTROL

**PART 1. GENERAL****1..1. REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

\-ASTM A 880-\	1989 Criteria for Use in Evaluation of Testing Laboratories and Organization for Examination and Inspection of Steel, Stainless Steel, and Related Alloys
\-ASTM C 1077-\	1992 Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
\-ASTM D 3666-\	1992 (Rev. A) Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
\-ASTM D 3740-\	1988 Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
\-ASTM E 329-\	1990 Evaluation of Testing and Inspection Agencies as Used in Construction
\-ASTM E 543-\	1992 (Rev. C) Evaluating Agencies that Perform Nondestructive Testing

**1..2. SUBMITTALS**

Submit the following in accordance with Section \=01300=\, "Submittals."

**1..2..1. \\*SD-18, Records\*\**

a. Quality Control \\*(QC) plan\*\; \\*GA\*\

Submit four copies of a QC plan within 5 calendar days after receipt of Notice to Proceed.

**1..3. INFORMATION FOR THE CONTRACTING OFFICER**

Deliver the following to the Contracting Officer:

- a. Combined Contractor Production Report (CPR)/Contractor Quality Control Report (1 sheet): Original and 1 copy by 10:00 AM the next working day after each day that work is performed;
- b. QC Specialist Reports: Originals and 1 copy by 10:00 AM the next working day after each day that work is performed;
- c. Testing Plan and Log, 1 copy, at the end of each month;
- d. Monthly Summary Report of Field Tests: Original and 1 copy attached to Contractor Quality Control Report at the end of each month;
- e. QC Meeting Minutes: 1 copy, within 2 calendar days of the meeting;
- f. Rework Items List: 1 copy, by the last working day of the month and;
- g. QC Certifications: As required by the paragraph entitled "QC Certifications".
- h. Test reports are submitted within 2 working days and attached to CPR.

#### **1..4. QC PROGRAM REQUIREMENTS**

Establish and maintain a QC program as described in this section. The QC program consists of a QC Organization, a QC Plan, a QC Plan meeting, a Coordination and Mutual Understanding Meeting, QC meetings, three phases of control, submittal review and approval except those designated for Contracting Officer approval, testing, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this Contract. The QC program shall cover construction operations on-site and off-site and shall be keyed to the proposed construction sequence.

#### **1..5. QC ORGANIZATION**

##### **1..5..1. QC Manager**

##### **1..5..1..1. Duties**

Provide a QC Manager at the work site to manage and implement the QC program. The QC Manager is required to attend the QC Plan meeting, attend the Coordination and Mutual Understanding Meeting, conduct the QC meetings, perform the three phases of control, perform submittal review and approval, ensure testing is performed and prepare QC certifications and documentation required in this Contract. The QC Manager is responsible for managing and coordinating the three phases of control and documentation performed by the QC specialists. In addition to managing and implementing the QC program, the QC Manager may perform the duties of project superintendent. The QC personnel shall also be responsible for policing the Contractor's Safety Program and shall include such in the QC Plan.

##### **1..5..1..2. Qualifications**

An individual with a minimum of 3 years experience as a foreman, superintendent, inspector, QC Manager, project manager, or construction manager on similar size and type construction contracts which included the major trades that are part of this Contract.

**1..5..1..3. Additional Requirements**

In addition to the above experience and educational requirements, the CQC Manager or the principal member of the CQC staff shall have completed the courses entitled "Construction Quality Management" and "Quality Verification - Conservation Safety." These courses are available on videotape through the Corps of Engineers Area Office.

**1..5..2. Alternate QC Manager Duties and Qualifications**

Designate an alternate for the QC Manager at the work site to serve in the event of the designated QC Manager's absence. The period of absence may not exceed two weeks at one time, and not more than 30 workdays during a calendar year. The qualification requirements for the Alternate QC Manager shall be the same as for the QC manager.

**1..6. QUALITY CONTROL \\*(QC) PLAN\*\****1..6..1. Requirements**

Provide for approval by the Contracting Officer, a QC plan that covers, both on-site and off-site work and includes, the following:

- a. A chart showing the QC organizational structure and its relationship to the production side of the organization.
- b. Names and qualifications, in resume format, for each person in the QC organization.
- c. Duties, responsibilities and authorities of each person in the QC organization.
- d. A listing of outside organizations such as, architectural and consulting engineering firms that will be employed by the Contractor and a description of the services these firms will provide.
- e. A letter signed by an officer of the firm appointing the QC Manager and stating that he/she is responsible for managing and implementing the QC program as described in this contract. Include in this letter the QC Manager's authority to direct the removal and replacement of non-conforming work.
- f. Procedures for reviewing, approving and managing submittals. Provide the names of the persons in the QC organization authorized to review and certify submittals prior to approval.
- g. Testing laboratory information required by the paragraphs entitled "Accredited Laboratories" or "Testing Laboratory Requirements", as applicable.
- h. A Testing Plan and Log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test.
- i. Procedures to identify, record, track and complete rework items.
- j. Documentation procedures, including proposed report formats.

k. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and requires separate control requirements. As a minimum, if approved by the Contracting Officer, consider each division of the specifications as a definable feature of work. However, at times, there may be more than one definable feature of work in each division of the specifications.

#### **1..6..2. Preliminary Work Authorized Prior to Approval**

The only work that is authorized to proceed prior to the approval of the QC plan is mobilization of storage and office trailers and surveying.

#### **1..6..3. Approval**

Approval of the QC plan is required prior to the start of construction. The Contracting Officer reserves the right to require changes in the QC plan and operations as necessary to ensure the specified quality of work. The Contracting Officer reserves the right to interview any member of the QC organization at any time in order to verify his/her submitted qualifications.

#### **1..6..4. Notification of Changes**

Notify the Contracting Officer, in writing, of any proposed change, including changes in the QC organization personnel, a minimum of seven calendar days prior to a proposed change. Proposed changes must be approved by the Contracting Officer.

#### **1..7. COORDINATION AND MUTUAL UNDERSTANDING MEETING**

After submission of the QC Plan, but prior to the start of construction, meet with the Contracting Officer to discuss the QC program required by this Contract. The purpose of this meeting is to develop a mutual understanding of the QC details, including forms to be used for documentation, administration for on-site and off-site work, and the coordination of the Contractor's management, production and QC personnel with the Contracting Officer. As a minimum, the Contractor's personnel required to attend shall include the project manager, project superintendent and QC Manager. Minutes of the meeting shall be prepared by the QC Manager and signed by both the Contractor and the Contracting Officer.

#### **1..8. QC MEETINGS**

After the start of construction, the QC Manager shall conduct QC meetings once every two weeks at the work site with the project superintendent. The QC Manager shall prepare the minutes of the meeting and provide a copy to the Contracting Officer within 2 working days after the meeting. The Contracting Officer may attend these meetings. The QC Manager shall notify the Contracting Officer at least 48 hours in advance of each meeting. As a minimum, the following shall be accomplished at each meeting:

- a. Review the minutes of the previous meeting;
- b. Review the schedule and the status of work:
  - Work or testing accomplished since last meeting
  - Rework items identified since last meeting
  - Rework items completed since last meeting;

## c. Review the status of submittals:

- Submittals reviewed and approved since last meeting
- Submittals required in the near future;

d. Review the work to be accomplished in the next 2 weeks and documentation required. Schedule the three phases of control and testing:

- Establish completion dates for rework items
- Preparatory phases required
- Initial phases required
- Follow-up phases required
- Testing required
- Status of off-site work or testing
- Documentation required;

## e. Resolve QC and production problems; and

## f. Address items that may require revising the QC plan:

- Changes in QC organization personnel
- Changes in procedures.

**1..9. THREE PHASES OF CONTROL**

The QC Manager shall perform the three phases of control to ensure that work complies with Contract requirements. The Three Phases of Control shall adequately cover both on-site and off-site work and shall include the following for each definable features of work: A definable feature of work is a task which is separate and distinct from other tasks and requires separate control requirements.

**1..9..1. Preparatory Phase**

Notify the Contracting Officer at least 2 work days in advance of each preparatory phase. Conduct the preparatory phase with the superintendent, and the foreman responsible for the definable feature. Document the results of the preparatory phase actions in the daily Contractor Quality Control Report. Perform the following prior to beginning work on each definable feature of work:

- a. Review each paragraph of the applicable specification sections;
- b. Review the Contract drawings;
- c. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required;
- d. Review the testing plan and ensure that provisions have been made to provide the required QC testing;
- e. Examine the work area to ensure that the required preliminary work has been completed;

- f. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data;
- g. Review the safety plan and appropriate activity hazard analysis to ensure that applicable safety requirements are met, and that required Material Safety Data Sheets (MSDS) are submitted; and
- h. Discuss construction methods;

#### **1..9..2. Initial Phase**

Notify the Contracting Officer at least 2 work days in advance of each initial phase. When construction crews are ready to start work on a definable feature of work, conduct the initial phase with the superintendent, and the foreman responsible for that definable feature of work. Observe the initial segment of the definable feature of work to ensure that the work complies with Contract requirements. Document the results of the initial phase in the daily Contractor Quality Control Report. Repeat the initial phase for each new crew to work on-site, or when acceptable levels of specified quality are not being met. Perform the following for each definable feature of work:

- a. Establish the quality of workmanship required;
- b. Resolve conflicts;
- c. Review the Safety Plan and the appropriate activity hazard analysis to ensure that applicable safety requirements are met; and
- d. Ensure that testing is performed.

#### **1..9..3. Follow-Up Phase**

Perform the following for on-going work daily, or more frequently as necessary until the completion of each definable feature of work and document in the daily Contractor Quality Control Report:

- a. Ensure the work is in compliance with Contract requirements;
- b. Maintain the quality of workmanship required;
- c. Ensure that testing is performed; and
- d. Ensure that rework items are being corrected.

#### **1..9..4. Notification of Three Phases of Control for Off-Site Work**

Notify the Contracting Officer at least two weeks prior to the start of the preparatory and initial phases.

#### **1..10. SUBMITTAL REVIEW AND APPROVAL**

Procedures for submission, review and approval of submittals are described in Section \=01300=\, "Submittals."

#### **1..11. TESTING**

Except as stated otherwise in the specification sections, perform sampling and testing required under this Contract.

#### **1..11..1. Testing Laboratory Requirements**

Provide an independent testing laboratory qualified to perform sampling and tests required by this Contract. When the proposed testing laboratory is not accredited by an acceptable accreditation program as described by the paragraph entitled "Accredited Laboratories", submit to the Contracting Officer for approval, certified statements signed by an official of the testing laboratory attesting that the proposed laboratory meets or conforms to the following requirements:

- a. Sampling and testing shall be under the technical direction of a Registered Professional Engineer (P.E) with at least 5 years of experience in construction material testing.
- b. Laboratories engaged in testing of concrete and concrete aggregates shall meet the requirements of \-ASTM C 1077-\.
- c. Laboratories engaged in testing of bituminous paving materials shall meet the requirements of \-ASTM D 3666-\.
- d. Laboratories engaged in testing of soil and rock, as used in engineering design and construction, shall meet the requirements of \-ASTM D 3740-\.
- e. Laboratories engaged in inspection and testing of steel, stainless steel, and related alloys will be evaluated according to \-ASTM A 880-\.  
Laboratories shall meet the requirements of \-ASTM E 329-\.
- f. Laboratories engaged in nondestructive testing (NDT) shall meet the requirements of \-ASTM E 543-\.
- \&g. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA.&\

#### **1..11..2. Accredited Laboratories**

Acceptable accreditation programs are the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO) program and the American Association for Laboratory Accreditation (A2LA) program. Furnish to the Contracting Officer, a copy of the Certificate of Accreditation, Scope of Accreditation and latest directory of the accrediting organization for accredited laboratories. The scope of the laboratory's accreditation shall include the test methods required by the Contract.

#### **1..11..3. Inspection of Testing Laboratories**

Prior to approval of non-accredited laboratories, the proposed testing laboratory facilities and records may be subject to inspection by the Contracting Officer. Records subject to inspection include equipment inventory, equipment calibration dates and procedures, library of test procedures, audit and inspection reports by agencies conducting laboratory

evaluations and certifications, testing and management personnel qualifications, test report forms, and the internal QC procedures.

#### **1..11..4. Capability Check**

The Contracting Officer retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this Contract.

#### **1..11..5. Test Results**

Cite applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable. Test results shall be signed by a testing laboratory representative authorized to sign certified test reports. Furnish the signed reports, certifications, and other documentation to the Contracting Officer via the QC Manager. Furnish a summary report of field tests at the end of each month. Attach a copy of the summary report to the last daily Contractor Quality Control Report of each month.

#### **1..12. QC CERTIFICATIONS**

##### **1..12..1. Contractor Quality Control Report Certification**

Each Contractor Quality Control Report shall contain the following statement: "On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge, except as noted in this report".

##### **1..12..2. Invoice Certification**

Furnish a certificate to the Contracting Officer with each payment request, signed by the QC Manager, attesting that as-built drawings are current and attesting that the work for which payment is requested, including stored material, is in compliance with contract requirements.

##### **1..12..3. Completion Certification**

Upon completion of work under this Contract, the QC Manager shall furnish a certificate to the Contracting Officer attesting that "the work has been completed, inspected, tested and is in compliance with the Contract".

#### **1..13. DOCUMENTATION**

Maintain current and complete records of on-site and off-site QC program operations and activities.

##### **1..13..1. Contractor Production Report**

Reports are required for each day that work is performed and shall be attached to the Contractor Quality Control Report prepared for the same day. Account



for each calendar day throughout the life of the Contract. The reporting of work shall be identified by terminology consistent with the construction schedule. Contractor Production Reports are to be prepared, signed and dated by the project superintendent and shall contain the following information:

- a. Date of report, report number, name of contractor, Contract number, title and location of Contract and superintendent present.
- b. Weather conditions in the morning and in the afternoon including maximum and minimum temperatures.
- c. A list of Contractor and subcontractor personnel on the work site, their trades, employer, work location, description of work performed and hours worked.
- d. A list of job safety actions taken and safety inspections conducted. Indicate that safety requirements have been met including the results on the following:
  - Was a job safety meeting held? (If YES attach a copy of the meeting minutes)
  - Were there any lost time accidents? (If YES attach a copy of the completed OSHA report)
  - Was trenching/scaffold/high voltage electrical/high work done? (If YES attach a statement or checklist showing inspection performed)
  - Was hazardous material/waste released into the environment? meetings held and accidents that happened.
- e. A list of equipment/material received each day that is incorporated into the job.
- f. A list of construction and plant equipment on the work site including the number of hours used, idle and down for repair.
- g. Include a "remarks" section in this report which will contain pertinent information including directions received, problems encountered during construction, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered and a record of visitors to the work site.

#### **1..13..2. Contractor Quality Control Report**

Reports are required for each day that work is performed and for every seven consecutive calendar days of no-work and on the last day of a no-work period. Account for each calendar day throughout the life of the Contract. The reporting of work shall be identified by terminology consistent with the construction schedule. Contractor Quality Control Reports are to be prepared, signed and dated by the QC Manager and shall contain the following information:

- a. Identify the control phase and the definable feature of work.
- b. Results of the Preparatory Phase meetings held including the location of the definable feature of work and a list of personnel present at the meeting. Indicate in the report that for this definable feature of work, the drawings and specifications have been reviewed, submittals have been approved, materials comply with approved submittals, materials are stored

properly, preliminary work was done correctly, the testing plan has been reviewed, and work methods and schedule have been discussed.

c. Results of the Initial Phase meetings held including the location of the definable feature of work and a list of personnel present at the meeting. Indicate in the report that for this definable feature of work the preliminary work was done correctly, samples have been prepared and approved, the workmanship is satisfactory, test results are acceptable, work is in compliance with the Contract, and the required testing has been performed and include a list of who performed the tests.

d. Results of the Follow-up Phase inspections held including the location of the definable feature of work. Indicate in the report for this definable feature of work that the work complies with the Contract as approved in the Initial Phase, and that required testing has been performed and include a list of who performed the tests.

e. Results of the three phases of control for off-site work, if applicable, including actions taken.

f. List the rework items identified, but not corrected by close of business.

g. List the rework items corrected from the rework items list along with the corrective action taken.

h. Include a "remarks" section in this report which will contain pertinent information including directions received, quality control problem areas, deviations from the QC plan, construction deficiencies encountered, QC meetings held, acknowledgement that as-built drawings have been updated, corrective direction given by the QC Organization and corrective action taken by the Contractor.

i. Contractor Quality Control Report certification.

#### **1..13..3. Testing Plan and Log**

As tests are performed, the QC Manager shall record on the "Testing Plan and Log" the date the test was conducted, the date the test results were forwarded to the Contracting Officer, remarks and acknowledgement that an accredited or Contracting Officer approved testing laboratory was used. Attach a copy of the updated "Testing Plan and Log" to the last daily Contractor Quality Control Report of each month.

#### **1..13..4. Rework Items List**

The QC Manager shall maintain a list of work that does not comply with the Contract, identifying what items need to be reworked, the date the item was originally discovered, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered. Attach a copy of the "Contractor Rework Items List" to the last daily Contractor Quality Control Report of each month. The Contractor shall be responsible for including on this list items needing rework including those identified by the Contracting Officer.

#### **1..13..5. As-Built Drawings**

The QC Manager is required to review the as-built drawings required by Section \=01700=\, "Project Closeout," to ensure that as-built drawings are kept current on a daily basis and marked to show deviations which have been made from the Contract drawings. The QC Manager shall initial each deviation and each revision. Upon completion of work, the QC Manager shall furnish a certificate attesting to the accuracy of the as-built drawings prior to submission to the Contracting Officer.

#### **1..13..6. Report Forms**

The following forms, which are attached at the end of this section, are acceptable for providing the information required by the paragraph entitled "Documentation". While use of these specific formats are not required, any other format used shall contain the same information:

- a. Combined Contractor Production Report and Contractor Quality Control Report (1 sheet), with separate continuation sheet
- b. Testing Plan and Log
- c. Rework Items List

#### **PART 2. PRODUCTS**

Not used.

#### **PART 3. EXECUTION**

Not used.

CEGS-01500/S (February 1997)

## SECTION 01500

## TEMPORARY CONSTRUCTION FACILITIES

02/97

## PART 1 GENERAL

## 1.1 GENERAL REQUIREMENTS

## 1.1.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

## 1.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

## 1.1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the military installation.

## 1.2 AVAILABILITY AND USE OF UTILITY SERVICES

## 1.2.1 Payment for Utility Services

The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

## 1.2.2 Meters and Temporary Connections

The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall provide and maintain necessary temporary connections, distribution lines, and meter bases (Government will provide

meters) required to measure the amount of each utility used for the purpose of determining charges. The Contractor shall notify the Contracting Officer, in writing, 5 working days before final electrical connection is desired so that a utilities contract can be established. The Government will provide a meter and make the final hot connection after inspection and approval of the Contractor's temporary wiring installation. The Contractor shall not make the final electrical connection.

#### 1.2.3 Advance Deposit

An advance deposit for utilities consisting of an estimated month's usage or a minimum of \$50.00 will be required. The last monthly bills for the fiscal year will normally be offset by the deposit and adjustments will be billed or returned as appropriate. Services to be rendered for the next fiscal year, beginning 1 October, will require a new deposit. Notification of the due date for this deposit will be mailed to the Contractor prior to the end of the current fiscal year.

#### 1.2.4 Final Meter Reading

Before completion of the work and final acceptance of the work by the Government, the Contractor shall notify the Contracting Officer, in writing, 5 working days before termination is desired. The Government will take a final meter reading, disconnect service, and remove the meters. The Contractor shall then remove all the temporary distribution lines, meter bases, and associated paraphernalia. The Contractor shall pay all outstanding utility bills before final acceptance of the work by the Government.

#### 1.2.5 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

#### 1.2.6 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

### 1.3 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

#### 1.3.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

#### 1.3.2 Project Signs

The Contractor shall furnish and erect a project sign in the location as selected by the Contracting Officer. Details of construction shall be as shown on sketches included in Attachment 1 to Section 00800. The sign shall be constructed of 1/2 inch thick (or metric equivalent), grade A-C, exterior type plywood. The sign shall receive one coat primer paint followed by two coats brown color paint in accordance with Fed. Std. 595a, Color No. 20100 semigloss exterior type enamel. Lettering must be white gloss exterior type enamel (Fed. Std. 595a, Color No. 37875). Windows and door of the Castle and logo background shall be painted white (Fed. Std. 595a, Color No. 37875). The Castle and inner border line shall be brown (Fed. Std. 595a, Color No. 20100). Upon completion of work under this contract, the project sign shall be removed from the job site and shall remain the property of the Contractor.

The Engineering and Services Directorate emblem (AFVA 85-3) may be acquired by sending a letter; a completed DD Form 1149, Requisition and Invoice/Shipping Document; or a DA Form 17, Requisition for Publications (Army customers) to:

The Air Force Publishing Distribution Center  
2800 Eastern Boulevard  
Baltimore, MD 21220-2898

#### 1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

##### 1.4.1 Haul Roads

The Contractor will be required to use the haul routes shown on the plans unless otherwise permitted in writing by the Contracting Officer. When haul routes are not designated on the plans, the Contractor must obtain approval of the Contracting Officer of haul routes he intends to use. The Contractor shall maintain the haul routes and shall keep the dust problem under control by wetting the surface as needed. Sweeping and cleaning of pavements will be done as necessary to remove spillage resulting from the hauling operations. After all hauling has been completed, the Contractor shall restore the earth areas used for the haul routes to original condition by final grading, shaping, compacting, and grassing, and shall clean and sweep all paved areas as required. Any pavement damaged as a result of hauling operations under this contract for both the earth and other materials shall be promptly repaired by the Contractor, as approved by the Contracting Officer. The cost of maintenance and repair of the haul routes, as mentioned above, shall be considered as a subsidiary obligation of the Contractor. The axle load of earth hauling equipment operating on

paved streets shall not exceed 12,000 pounds.

#### 1.4.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

### 1.5 CONTRACTOR'S TEMPORARY FACILITIES

#### 1.5.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

#### 1.5.2 Storage Area

The Contractor shall construct a temporary 6 foot high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored brown, so that visibility through the fence is obstructed.

Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site but within the military boundaries. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each work day.

#### 1.5.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the military boundaries. Fencing of materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area.

Utilities will not be provided to this area by the Government.

#### 1.5.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the military property.

#### 1.5.5 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

#### 1.5.6 New Building

In the event a new building is constructed for the temporary project field office, it shall be a minimum 12 feet in width, 16 feet in length and have a minimum of 7 feet headroom. It shall be equipped with approved electrical wiring, at least one double convenience outlet and the required switches and fuses to provide 110-120 volt power. It shall be provided with a work table with stool, desk with chair, two additional chairs, and one legal size file cabinet that can be locked. The building shall be waterproof, shall be supplied with heater, shall have a minimum of two doors, electric lights, a telephone, a battery operated smoke detector alarm, a sufficient number of adjustable windows for adequate light and ventilation, and a supply of approved drinking water. Approved sanitary facilities shall be furnished. The windows and doors shall be screened and the doors provided with dead bolt type locking devices or a padlock and heavy duty hasp bolted to the door. Door hinge pins shall be non-removable. The windows shall be arranged to open and to be securely fastened from the inside. Glass panels in windows shall be protected by bars or heavy mesh screens to prevent easy access to the building through these panels. In warm weather, air conditioning capable of maintaining the office at 50 percent relative humidity and a room temperature 20 degrees F below the outside temperature when the outside temperature is 95 degrees F, shall be furnished. Any new building erected for a temporary field office shall be maintained by the Contractor during the life of the contract and upon completion and acceptance of the work shall become the property of the Contractor and shall be removed from the site. All charges for telephone service for the temporary field office shall be borne by the Contractor, including long distance charges up to a maximum of \$75.00 per month.

#### 1.5.7 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

#### 1.6 OMITTED

#### 1.7 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.



## 1.8 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility brown colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

## 1.9 PARTNERING

Following contract award, the Government intends to propose a voluntary partnering relationship with the Contractor. This partnering relationship will attempt to draw on strengths of each organization to facilitate communications and minimize delays to achieve a quality product, within budget, and on schedule. Participation in such partnering activities may include attendance at coordination meetings and cooperation in other efforts to promote the partnering relationship. The Government and the Contractor will each bear their own costs for participation in the partnering relationship, with no change in the contract price. Participation will not result in any change in the terms or price of the contract.

## 1.10 INSTALLATION REGULATIONS

The employees of the Contractor will be required to abide by all installation regulations as published by the Commanding Officer. A copy of these regulations can be obtained from the Area/Resident Engineer at the installation. All costs in connection therewith shall be included in the contract price for the work. All costs in connection therewith shall be included in the contract price for the work.

## 1.11 OMITTED

## 1.12 OMITTED

## 1.13 ENVIRONMENTAL EVALUATION FOR SITE CONTAMINATION - CATEGORY I

### 1.13.1 Site Evaluation

This project is a reaccomplishment of a previous project. Contaminated material encountered was removed and replaced with uncontaminated material.

### 1.13.2 Contractual Responsibilities of All Parties in the Event of Encounter with Contamination

If the Contractor encounters materials or conditions which indicate that there may be contamination on the site, the Contractor shall stop all work on the job site and report the discovery of the contaminants to the Contracting Officer's Representative (COR). The COR, will issue a written order to the Contractor to resume work or to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government as provided in FAR 52.212-12 - SUSPENSION OF WORK. The Government will be responsible for making an assessment of the contaminated site if this course of action is determined to be appropriate. After the

assessment has been completed, the Government reserves the right to the following courses of action:

- a. Direct the Contractor to resume work.
- b. Clean up the contaminated site prior to directing the Contractor to resume work. The COR will determine whether the cleanup is to be accomplished by others or the Contractor.
- c. Relocate the project site.
- d. Terminate the contract for the convenience of the Government as provided in FAR 52.249-1 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) or FAR 52.249-2 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) - ALTERNATE I as applicable.

1.14 OMITTED  
1.15 OMITTED  
1.16 OMITTED  
1.17 OMITTED  
1.18 OMITTED  
1.19 OMITTED  
1.20 OMITTED  
1.21 OMITTED  
1.22 OMITTED

#### 1.23 CONSTRUCTION SCHEDULE RESTRAINTS - POPE AFB, NC

##### 1.23.1 Occupancy

The work to be performed is to be accomplished in facilities which will be unoccupied and vacant during the course of construction. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this contract and concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

##### 1.23.2 Protection

Contractor is responsible to provide such covering, shields and barricades as are required to protect building occupants, equipment, stores, supplies, etc., from dust, debris, weather intrusion, water, moisture or other cause of damage resulting from construction.

##### 1.23.3 Phasing and Sequence

###### 1.23.3.1 General

In addition to the submittals required by clause SCHEDULES FOR CONSTRUCTION CONTRACTS (see SECTION 00700, FAR 52.236-15) the Contractor shall submit for approval a summary work schedule setting forth schedule dates for initiation and completion of construction in each work area. No work shall be performed prior to approval of this schedule and all work shall be performed in strict adherence thereto. If departures from this schedule appear to be required or desired, the Contracting Officer shall be promptly notified and his approval will be required prior to implementation of said departure(s).

\*1

### 1.23.3.2 ~~Deleted~~Special Work Restraints

#### ~~Construction Phasing — REPAIR RAILCAR OFFLOAD/TRANSFER PUMPS ONLY.~~

~~The Contractor will not be allowed to interfere with the existing operation of fuel pumps until all major equipment is on site, at Pope AFB, NC. Equipment is to include but not limited to replacement 600 gpm fuel pumps, filter seperators, air eliminators, valves, and control panels. The Contractor shall provide written notification two weeks prior to start of Phase I to allow the Air Force to coordinate the existing operations.~~

~~Phase I: — Start demolition of existing system, start construction of new electrical feed and installation of new control panel, and install blind flanges (four locations) on existing operational headers and construction of temporary Railcar offload header (maximum outage of 6 hours). The electrical feed includes the new primary pole, new transfer switch, new pad mounted transformer, new UC service to the pumphouse, and the new motor control center. The demolition shall remove existing pumps #3 and #4 (but remain on site until after Phase III), fill stand piping /Filter Separator, and portions of the header pipes associated with pumps #3 and #4. Except for the installation of the blind flanges and the temporary Railcar offload header, the remainder of the existing Fuel System Operations shall not be interfered with during this Phase.~~

~~Phase II: — Construction of portion of New Facilities. The Contractor shall construct pump P 4 , A/E 1, A/E 2, Filter/Separators (with piping), complete the new electrical feed and control panel and piping (as area is available). The remaining new piping headers shall be fabricated and readied for installation in Phase III. The remainder of the Existing Fuel System Operations shall not be interfered with during this Phase.~~

~~Phase III: Transfer Fuel System Operations from existing pumps to new pump. Electrical switch over to new service equipment, motor control center, and new contol panel shall occur at this time. The remaining pumps and piping shall be removed as required to connect New Pump P 4, Filter Separators, and piping ready for operation (maximum outage 3 days). At the end of this period, Pump P 4, A/E 1, A/E 2 , all Filter Separators, South Railcar piping, North Railcar piping, connection to tanks, hydrant system, and facility #155 shall be operational with blind flanges capping the temporary ends of the piping. A minimum of 2 hours of flushing of the new system, through the filter/separator, shall be accomplished or until fuel meets the maximum contamination requirements given in the specification. In addition to the work in facility 155, a portion of the piping (header) shall be removed and replaced with new piping in facility 158 (see plans) during this same outage.~~

~~Phase IV: Fuel System. Finish removing existing pumps, piping, and electrical connections to pumps #1 and #2 and install pumps P 1, P 2, and P 3, with remaining associated piping and valves. Except for the removal of the blind flanges (maximum outage 6 hours), the operation of the revised Fuel System shall not be interfered with during this Phase. In additon to the work in facility 155, the remaining piping, pumps, and electrical wiring and equipment shall be removed in facility 158 (per the plans) during this phase.~~

### 1.23.4 Time of Performance

#### 1.23.4.1 Working Hours

All work requiring access to building interiors excluding attics, crawl spaces, etc., and all other work shall be performed between 7:30 a.m. and 4 p.m. (normal working hours for base where project is located) excluding official holidays, unless otherwise indicated or approved by the Contracting Officer. Requests to work during other than these normal hours shall be made in writing at least 36 hours in advance. For example, a request to work on a Saturday shall be submitted no later than Thursday at noon.

#### 1.23.4.2 Outage Schedules

Work requiring outages of utilities or building systems will be accomplished after normal working hours and/or on weekends in accordance with prior approved schedule(s).

#### 1.23.5 Outages

Contractor's work requiring outages of utility systems or building systems will require 2 weeks' advance notice and will be subject to the approval of the Contracting Officer. Notice shall include type of outage, date, and time outage will commence and estimated duration of outage.

#### 1.23.6 Continuity

All tools, labor and materials required to complete any item of work within a given work area or requiring an outage of any building utility or system shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance.

#### 1.23.7 Construction/Site Management for Construction on AMC Installation

The following criteria describes the standards that must be attained on all construction sites at all Air Mobility Command bases. The criteria relates to the appearance of the construction site during the construction cycle, to temporary administration and storage areas and service facilities as needed for execution and completion of the work.

##### 1.23.7.1 General

##### 1.23.7.1.1 Storage Sites

\*1

The Contractor shall be given two sites; the primary construction site and a supplemental storage site. The supplemental storage site may not be in close proximity of the construction site but shall be at a site designated on the drawings or by the base civil engineer at the Preconstruction Conference. The primary construction site will be the location of the construction. Contractors will screen grouped temporary facilities from public view.

A visually acceptable site is required. A clean, well kept site will ensure proper compliance with the safety and environmental requirements of this contract. Contractor's trailers or storage buildings shall be painted in accordance with the base standards and be kept in a good state of repair. Failure of the Contractor to maintain the trailers or storage building in a good condition will be considered sufficient reason to require their removal. The Contractor will be responsible for the security of his property and general housekeeping of the area(s).

#### 1.23.7.1.2 Site Plan

The Contractor shall submit to the Contracting Officer, for approval prior to the start of work, plans showing the layout and details of all temporary facilities to be used for this contract. The plan must be approved by the base civil engineer. The plan, as a minimum, shall include the location and alignment of the safety and construction fences and location of all site trailers, equipment and material storage areas, construction entrances, trash dumpsters, temporary sanitary facilities, and workers' parking areas. If required, photographs of the site prior to the start of work shall be included with the plan. After completion of the work, the Contractor shall remove the facilities from the site and restore the site to the original condition.

#### 1.23.7.1.3 Dirt/Dust Control Plan

The Contractor shall submit truck and material handling routes and a plan for controlling dirt, debris, and dust from accumulating on base roadways the Contractor uses for any purpose. The plan, as a minimum, shall identify the subcontractor and equipment to be used for cleaning along the haul route roadways and measures to be used to reduce dirt, dust, and debris from roadways.

#### 1.23.7.2 Contractor's Temporary Facilities

##### 1.23.7.2.1 Administrative Field Offices and Material Storage Trailers

Contractor's administrative field office and storage trailers shall be in new or like new condition and be the base standard color on the exterior (Federal Standard Color FS-23531 or Sherwin Williams SW-1099, Knobby Wool). Trailers will include "skirts" that will prevent storage of material under the trailers. All trailers and other temporary structures used as field offices to house personnel or for storage shall be anchored to the ground in accordance with base standards.

##### 1.23.7.2.2 Material Storage Area

###### 1.23.7.2.2.1 Supplemental Storage Area

The Contractor will use this for storage of items not immediately required at the construction site. Contractors will be responsible for the security of their property and general housekeeping of the area.

###### 1.23.7.2.2.2 Primary Storage Area

\*1

The storage at the site will be limited to the materials that are needed to be used within 12 weeks. The storage area will be enclosed by a construction fence as described in paragraph Construction Safety Fence.

###### 1.23.7.2.2.3 Dumpsters

Dumpsters shall be equipped with a secure cover, painted Federal Standard Color FS-20059 or Sherwin Williams SW-1049, Belgian Chocolate, and be free of graffiti. The cover shall be closed at all times, except when being loaded with trash and debris. Dumpsters will be located behind the construction fence or out of the public view. Site dumpsters shall be emptied at least a once a week or as needed to keep the site free of debris and trash.

## 1.23.7.2.2.4 Trash Containers

\*1

The trash containers shall be 208 liters (55 gallons) in capacity, painted Federal Standard Color FS-20059 or Sherwin Williams 1049 and free of graffiti. The trash container will be located behind the construction fence or out of the public view. Trash containers shall be emptied at least once a day. The number of trash containers required shall be as needed to keep the site clean as determined by the Contracting Officer. Large demolition normally requires a large dumpster without lids--these are acceptable but should not have debris higher than the sides before emptying.

## 1.23.7.2.2.5 Temporary Sanitation Facilities

All temporary sewer/sanitation facilities shall be self-contained units with both urinals and stool capabilities. The units shall be sufficiently ventilated to control odors and fumes and should be emptied and cleaned at least a every week or more often if required by the Contracting Officer. The doors should be self-closing. the exterior of the unit shall be Federal Standard Color FS-23531 or Sherwin Williams SW-1099, Knubby Wool. The facility will be located behind the construction fence or out of the public view.

## 1.23.7.2.2.6 Construction and Safety Fence

\*1

The project work area and Contractor lay-down area shall be enclosed by a 2.51-3 m (68-foot) high shadow-box type wooden fence or chain link fence with brown, UV light-resistant, plastic fabric mesh netting (similar to tennis court screening) and gates. Upon completion and acceptance of the work, the construction fence shall be removed. Chain link fencing and gates shall be installed in accordance with manufacturer's recommendations.

\*1

The Contractor shall provide a temporary safety fence with gates and warning signs at the construction site prior to the start of work to protect members of the public from construction activities. The safety fence will enclose those areas not within the construction fence. The construction fence may be used in lieu of a safety fence. The safety fence shall be dark brown color (or bright orange where it protects excavated areas), high density polyethylene grid or approved equal, a minimum of 1.1m (432 inches) high, supported and tightly secured to steel posts located on minimum 3 m (10-foot) centers. The safety fence shall be maintained by the Contractor during the life of the contract, and upon completion and acceptance of the work, shall remain the property of the Contractor and shall be removed from the work site.

## 1.23.7.2.2.7 Grass Cutting

\*1

Any grass (or annual grass) within the construction and storage sites shall be cut to a 24-inch height at least once a week during the growing season. The grass around the fences shall be trimmed at time of grass cutting to keep a neat appearance. If a construction or safety fence is not used for a specific reason approved by the base civil engineering representative then any grass or annual weeds within the construction area shall be maintained in a similar fashion as previously described. Grass or weeds growing on stockpiled earth shall be maintained as described above.

1.24 OMITTED

1.25 OMITTED

1.26 OMITTED

## 1.27 OMITTED

## 1.28 PROGRESS PHOTOGRAPHS

The Contractor shall, during the progress of the project, furnish the Contracting Officer progress photographs and color slides to depict progress of construction. The photographic work shall be performed by a qualified, established, commercial photographer. The photographs and slides shall be taken between the 1st and 5th day of each month and be delivered to the Contracting Officer not later than the 20th day of the same month taken. The photographs and slides shall be taken from not less than six positions for each month as selected by the Contracting Officer. They shall show, inasmuch as practicable, work accomplished during the previous month. The photographs shall be 8-inch by 10-inch color glossy prints and the slides 35 millimeter color slides. Each photograph shall be identified showing date made, contract title and number and a brief description of work depicted and shall be sequentially numbered. The identifying data shall be placed on the back of the prints. Slides shall have a number placed on the frame corresponding to the appropriate identified print, the name of the project, the date and a brief description of work depicted. No identifying data shall appear on the face of prints or in the viewing area of slides. One copy of each photograph and the corresponding negative and slide shall be furnished to the Contracting Officer by the time stipulated above. No separate payment will be made for these services and all costs in connection therewith shall be considered incidental to costs of the overall project.

## 1.29 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

## 1.30 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

-- End of Section --

SECTION 01560

TEMPORARY CONTROLS

PART 1 GENERAL

- 1.1. REFERENCES
- 1.2. DEFINITIONS
- 1.3. SUBMITTALS
- 1.4. CLASS I ODS PROHIBITION
- 1.5. ENVIRONMENTAL PROTECTION REQUIREMENTS
- 1.6. SAFETY PROGRAM

PART 2 PRODUCTS

PART 3 EXECUTION

- 3.1. PROTECTION OF NATURAL RESOURCES
- 3.2. HISTORICAL AND ARCHAEOLOGICAL RESOURCES
- 3.3. EROSION AND SEDIMENT CONTROL MEASURES
- 3.4. CONTROL AND DISPOSAL OF SOLID WASTES
- 3.5. CONTROL AND DISPOSAL OF HAZARDOUS WASTE
- 3.6. DUST CONTROL
- 3.7. NOISE
- 3.8. FIRE PROTECTION



SECTION 01560

TEMPORARY CONTROLS

**PART 1. GENERAL**

**1..1. REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

\-29 CFR 1910-\	Occupational Safety and Health Standards
\-29 CFR 1926-\	Safety and Health Regulations for Construction
\-29 CFR 1926-SUBPART V-\	Power Transmission and Distribution
\-40 CFR 122.26-\	EPA National Pollutant Discharge Elimination System Permit Regulations
\-40 CFR 261-\	Identification and Listing of Hazardous Waste
\-40 CFR 262-\	Generators of Hazardous Waste
\-40 CFR 263-\	Transporters of Hazardous Waste
\-40 CFR 264-\	Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
\-40 CFR 265-\	Interim Status Standard for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
\-40 CFR 300-\	National Oil and Hazardous Substances Pollution Contingency Plan
\-49 CFR 178-\	Shipping Container Specification

CORPS OF ENGINEERS (COE)

\-COE EM-385-1-1-\	1992 Safety and Health Requirements Manual
--------------------	--------------------------------------------

ENVIRONMENTAL PROTECTION AGENCY (EPA)

\-EPA 832R 92-005-\	Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices
---------------------	------------------------------------------------------------------------------------------------------------------------

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

\-NFPA 241-\

1993 Safeguarding Construction, Alteration,  
and Demolition Operations

## **1..2. DEFINITIONS**

### **1..2..1. Sediment**

Soil and other debris that have eroded and have been transported by runoff water or wind.

### **1..2..2. Solid Waste**

Rubbish, debris, garbage, and other discarded solid materials, except hazardous waste as defined in paragraph entitled "Hazardous Waste," resulting from industrial, commercial, and agricultural operations and from community activities.

### **1..2..3. Rubbish**

Combustible and noncombustible wastes such as paper, boxes, glass, crockery, metal, lumber, cans, and bones.

### **1..2..4. Debris**

Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, leaves, and tree trimmings.

### **1..2..5. Chemical Wastes**

This includes salts, acids, alkalies, herbicides, pesticides, and organic chemicals.

### **1..2..6. Garbage**

Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

### **1..2..7. Hazardous Waste**

Hazardous substances as defined in \-40 CFR 261-\ or as defined by applicable state and local regulations.

### **1..2..8. Oily Waste**

Petroleum products and bituminous materials.

### **1..2..9. Class I Ozone Depleting Substance (ODS)**

Class I ODS is defined in Section 602(a) of The Clean Air Act and includes the following chemicals:

chlorofluorocarbon-11 (CFC-11)	chlorofluorocarbon-213 (CFC-213)
chlorofluorocarbon-12 (CFC-12)	chlorofluorocarbon-214 (CFC-214)
chlorofluorocarbon-13 (CFC-13)	chlorofluorocarbon-215 (CFC-215)

chlorofluorocarbon-111 (CFC-111)	chlorofluorocarbon-216 (CFC-216)
chlorofluorocarbon-112 (CFC-112)	chlorofluorocarbon-217 (CFC-217)
chlorofluorocarbon-113 (CFC-113)	halon-1211
chlorofluorocarbon-114 (CFC-114)	halon-1301
chlorofluorocarbon-115 (CFC-115)	halon-2402
chlorofluorocarbon-211 (CFC-211)	carbon tetrachloride
chlorofluorocarbon-212 (CFC-212)	methyl chloroform

#### **1..2..10. Industrial Hygienist**

An Industrial Hygienist must be certified in comprehensive practice by the American Board of Industrial Hygiene.

#### **1..3. SUBMITTALS**

Submit the following in accordance with Section \=01300=\, "Submittals."

##### **1..3..1. \\*SD-08, Statements\*\**

- a. \\*Class I ODS prohibition\*\; \\*GA\*\
- b. \\*Environmental protection plan\*\; \\*GA\*\
- c. \\*Preconstruction survey\*\; report \\*GA\*\
- d. \\*Safety program\*\; \\*GA\*\
- e. \\*MSDS\*\; \\*GA\*\
- f. \\*Confined space entry procedure\*\; \\*GA\*\
- g. \\*Health and Safety Plan\*\; \\*GA\*\
- h. \\*Stormwater Pollution Prevention Plan\*\; \\*GA\*\

##### **1..3..2. \\*SD-18, Records\*\**

- a. \\*Solid waste disposal permit\*\; \\*GA\*\
- b. \\*Disposal permit for hazardous waste\*\; \\*GA\*\

##### **1..3..2..1. \\*Solid Waste Disposal Permit\*\ \\*GA\*\**

Submit one copy of a state and local permit or license, as appropriate, showing such agencies' approval of the disposal plan.

##### **1..3..2..2. \\*Disposal Permit for Hazardous Waste\*\ \\*GA\*\**

Submit a copy of the applicable EPA and state permits, manifests, and licenses for transportation, treatment, storage, and disposal of hazardous waste by permitted facilities.

##### **1..4. \\*CLASS I ODS PROHIBITION\*\**

Class I ODS as defined and identified herein shall not be used in the performance of this contract, nor be provided as part of the equipment. This prohibition shall be considered to prevail over any other provision, specification, drawing, or referenced documents.

**1..5. ENVIRONMENTAL PROTECTION REQUIREMENTS**

Provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, state, and local regulations pertaining to the environment, including but not limited to water, air, and noise pollution.

**1..5..1. \\*Environmental Protection Plan\*\**

Five days after the award of contract, the Contractor shall meet with the Contracting Officer to discuss the proposed environmental protection plan and to develop mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken.

**1..5..1..1. Environmental Plan Review**

Fourteen days after the environmental protection meeting, submit to the Contracting Officer the proposed environmental plan for further discussion, review, and approval.

**1..5..1..2. Commencement of the Work**

As directed by the Contracting Officer, following approval.

**1..5..2. \\*Preconstruction Survey\*\**

Perform a preconstruction survey of the project site with the Contracting Officer, and take photographs showing existing environmental conditions in and adjacent to the site.

**1..5..3. Stormwater Pollution Prevention Plan Requirements**

Submit the proposed Stormwater Pollution Prevention Plan, including a copy of "Notice of Intent." Provide and plan for stormwater pollution prevention in accordance with \-40 CFR 122.26-\, and \-EPA 832R 92-005-\, including requirements for preparation and submittal of Notice of Intent. Contractor's intended procedures shall be detailed in a Stormwater Pollution Prevention Plan. Provide and maintain, during the life of the contract, stormwater pollution prevention as indicated or specified, as detailed in the Stormwater Pollution Prevention Plan, and in accordance with all federal, state, and local regulations.

**1..5..4. Environmental Protection/Stormwater Pollution Prevention Plan Meeting**

Five calendar days after the award of the contract, meet with the Contracting Officer to discuss the proposed Environmental Protection Plan and the Stormwater Pollution Prevention Plan, and to develop mutual understandings relative to the details of environmental protection, and stormwater pollution prevention, including measures for protecting natural resources, required reports, and other measures to be taken. Perform a preconstruction survey of the project site with the Contracting Officer, and take photographs showing existing environmental conditions in and adjacent to the site. Fourteen calendar days after the meeting, submit the proposed environmental plan, preconstruction survey, and stormwater pollution prevention plan, unless earlier delivery is specified or indicated elsewhere. Commence work after approval as directed by the Contracting Officer.

#### 1..5..5. LICENSES AND PERMITS

Obtain licenses and permits pursuant to the "Permits and Responsibilities" FAR Clause except for those permits which will be obtained by the Contracting Officer as follows:

None

#### 1..6. \\*SAFETY PROGRAM\*\

\-COE EM-385-1-1-\ . Submit safety program, including Accident Prevention Plan, for review and approval 15 calendar days prior to start of work at job site. Conform to the requirements of Federal, state and local laws, rules, and regulations. Work can not proceed until the Safety Program has been approved. The program shall include:

- a. \-29 CFR 1910-\.
- b. \-29 CFR 1926-\.
- c. \-29 CFR 1926-SUBPART V-\, tagout and lockout procedures.
- d. \-COE EM-385-1-1-\.
- e. Contract Clause "FAR 52.236-1, Accident Prevention." In this clause, the date of \-COE EM-385-1-1-\ should be 1 October 1992.
- f. Contract Clause "FAR 52.223-3, Hazardous Material Identification and Material Safety Data."
- g. \\*MSDS\*\, supply Material Safety Data Sheet for all hazardous materials brought on-site.
- h. \-NFPA 241-\.
- i. When cranes will be needed for lifting steel, add the statement: "Do not hoist two or more separately rigged loads (Tandem or Xmastree lifting), regardless of weight" to the Safety Plan.
- j. Work in confined Spaces. In addition to requirements in Section XXVII of \-COE EM-385-1-1-\, submit a \\*Confined Space Entry Procedure\*\ (CSEP) for approval. CSEP shall identify the name and qualifications of the person responsible for testing the confined space work environment.

Allow a minimum of 5 working days prior to beginning this work for obtaining approval and any required permits.

(1) Entry into a confined or enclosed space by personnel for any purpose, including hot work, shall be prohibited until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended.

(a) Confined Space. Refers to a space which by design has limited openings for entry and exit; unfavorable natural ventilation which could contain or produce dangerous air contaminants, or which is not intended for continuous employee occupancy. Confined spaces include but are not limited to storage tanks, compartments of ships, process vessels, pits, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines.

(b) Qualified Person. A person designated by the Contractor, in writing, as capable (by education or specialized training) of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. This person shall be capable of specifying necessary control and protective action to ensure worker safety. Where work involves facilities that handle combustible and hazardous materials, this qualified person shall be a NFPA certified marine chemist.

(2) Daily Confined Space Entry Permit shall be completed by the qualified person. The permit shall be posted in a conspicuous place close to the confined space entrance with a copy to the Contracting Officer.

(3) Submit to Contracting Officer a letter of certification for the qualified person. The letter shall state the qualified person's name and qualifications and delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions.

#### **1..6..1. Safety Plan Including Accident Prevention**

##### **1..6..1..1. Hazardous Material Use**

With respect to hazardous materials, safety program shall include provisions to deal with hazardous materials, pursuant to the Contract Clause "FAR 52.223-3, Hazardous Material Identification and Material Safety Data." In addition to FAR 52.223-3, the plan shall consist of:

- a. An index of hazardous materials to be introduced to the site;
- b. Plan for protecting personnel and property during the transport, storage and use of the materials;
- c. Procedures for spill response and disposal;
- d. Material Safety Data Sheets for materials listed in the index of the plan and not required in the technical section of the specification. Post Material Safety Data Sheets at the worksite where the products will be used.

e. Approved labelling system to identify contents on all containers on site;

f. Personnel training plan.

Each hazardous material must receive approval prior to bringing onto the job site or prior to any other use in conjunction with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material.

#### **1..6..1..2. Hazardous Material Exclusions**

Notwithstanding any other hazardous material permitted used in this contract, radioactive materials, materials which contain asbestos, mercury, or polychlorinated biphenyls are prohibited. Exceptions to the use of any of the above excluded materials may be considered by the Contracting Officer upon written request by the Contractor.

#### **1..6..2. Unforeseen Hazardous Material**

If material that is not indicated on the drawings, or in the specifications, is encountered that may be dangerous to human health upon disturbance during construction operations, stop that portion of work and notify the Contracting Officer immediately. Intent is to identify materials such as PCB, lead paint, and friable and nonfriable asbestos. Within 14 calendar days the Government will determine if the material is hazardous. If the material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

#### **1..6..3. Station Permits**

Permits are required for, but are not necessarily limited to, welding, digging, and burning. Allow 14 calendar days for processing of the application.

### **PART 2. PRODUCTS**

Not used.

### **PART 3. EXECUTION**

#### **3..1. PROTECTION OF NATURAL RESOURCES**

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine construction activities to within the limits of the work indicated or specified.

##### **3..1..1. Land Resources**

Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Contracting Officers permission. Do not fasten or

attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the Contracting Officer. Where such use of attach ropes, cables, or guys is authorized, the Contractor shall be responsible for any resultant damage.

**3..1..1..1. Protection**

Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations. Remove displaced rocks from uncleared areas. By approved excavation, remove trees with 30 percent or more of their root systems destroyed.

**3..1..1..2. Replacement**

Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain Contracting Officer's approval before replacement.

**3..1..2. Water Resources**

**3..1..2..1. Oily Wastes**

Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water. Surround all temporary fuel oil or petroleum storage tanks with a temporary earth berm of sufficient size and strength to contain the contents of the tanks in the event of leakage or spillage.

**3..1..3. Fish and Wildlife Resources**

Do not disturb fish and wildlife. Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as indicated or specified.

**3..2. HISTORICAL AND ARCHAEOLOGICAL RESOURCES**

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work.

**3..3. EROSION AND SEDIMENT CONTROL MEASURES**

**3..3..1. General Requirements**

Erosion and sediment control measures shall be provided throughout construction and shall be in conformance with the project Stormwater Pollution Prevention Plan. Requirements for this plan are included elsewhere in this section.

**3..3..2. Burnoff**

Burnoff of the ground cover is not permitted.

**3..3..3. Protection of Erodible Soils**



Immediately finish the earthwork brought to a final grade, as indicated or specified. Immediately protect the side slopes and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils.

#### **3..3..4. Temporary Protection of Erodible Soils**

Use the following methods to prevent erosion and control sedimentation:

##### **3..3..4..1. Mechanical Retardation and Control of Runoff**

Mechanically retard and control the rate of runoff from the construction site. Provide diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses.

##### **3..3..4..2. Vegetation and Mulch**

Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydroseeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.

- a. Seeding: Provide new seeding where ground is disturbed. Include topsoil or nutriment during the seeding operation necessary to establish or reestablish a suitable stand of grass.

##### **3..3..5. Silt Barriers**

Provide silt barriers as detailed on the drawings to prevent discharge of eroded soil or other sediment from the surface drainage system. Collected sediment shall be removed and handled in a manner to prevent reintroduction to the stormwater system and as approved by the Contracting Officer.

#### **3..4. CONTROL AND DISPOSAL OF SOLID WASTES**

Pick up solid wastes, and place in covered containers which are regularly emptied. Do not prepare or cook food on the project site. Prevent contamination of the site or other areas when handling and disposing of wastes. At project completion, leave the areas clean.

##### **3..4..1. Disposal of Rubbish and Debris**

Dispose of rubbish and debris in accordance with the requirements specified below:

###### **3..4..1..1. Removal From Government Property**

Remove and dispose of rubbish and debris from Government property.

###### **3..4..2. Garbage Disposal**

Place garbage in approved containers, and move to a pickup point or disposal area, where directed.

### **3..5. CONTROL AND DISPOSAL OF HAZARDOUS WASTE**

#### **3..5..1. Hazardous Waste Generation**

Handle generated hazardous waste in accordance with \-40 CFR 262-\.

#### **3..5..2. Hazardous Waste Disposal**

Dispose of hazardous waste in accordance with \-40 CFR 263-\, \-40 CFR 264-\, and \-40 CFR 265-\.

#### **3..5..3. Hazardous Waste Storage**

Store hazardous waste in containers in accordance with \-49 CFR 178-\.  
Hazardous waste shall be identified in accordance with \-40 CFR 261-\ and \-40 CFR 262-\.

#### **3..5..4. Spills of Oil and Hazardous Materials**

Take precautions to prevent spills of oil and hazardous material. In the event of a spill, immediately notify the Contracting Officer. Spill response shall be in accordance with \-40 CFR 300-\ and applicable state regulations.

### **3..6. DUST CONTROL**

Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will be permitted only for cleaning nonparticulate debris such as steel reinforcing bars. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

### **3..7. NOISE**

Make the maximum use of low-noise emission products, as certified by the EPA. Blasting or use of explosives will not be permitted without written permission from the Contracting Officer, and then only during the designated times.

### **3..8. FIRE PROTECTION**

#### **3..8..1. Compliance**

\-COE EM-385-1-1-\, \-NFPA 241-\, and activity fire regulations. \+Obtain approval from the activity Fire Chief prior to commencement of hot work operations.+\\

#### **3..8..2. Fired Kettles**

Melt kettles for tar, asphalt, and similar materials shall not be closer than 25 feet to buildings or combustible materials. Provide a minimum of two 20-pound ABC all-purpose type extinguishers at the melting kettle and the area of hot material application. Equip kettles with proper heat controls and

Repair Railcar Offload/Transfer and  
Truck Offload/Receipt Pumps

DACA21-98-B-0034

means of agitation to assure controlled uniform temperatures throughout contents to prevent spot heating. Do not heat contents above flash point.

**3..8..3. Notification of Fire**

Post the activity fire poster in conspicuous locations and at telephones in construction shacks.

SECTION 01730

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

- 1.1. REFERENCES
- 1.2. SUBMISSION OF OPERATION AND MAINTENANCE DATA
- 1.3. TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES
- 1.4. SCHEDULE OF OPERATION AND MAINTENANCE DATA PACKAGES

PART 2 PRODUCTS

PART 3 EXECUTION

SECTION 01730

OPERATION AND MAINTENANCE DATA

**PART 1. GENERAL**

**1.1.1. REFERENCES**

The publication listed below forms a part of this specification to the extent referenced. The publication is referred to in the text by the basic designation only.

DEFENSE LOGISTICS AGENCY (DLA)

\-DLA H4/H8-\ Federal Cataloging Handbook Commercial and  
Government Entity (CHEE), Sections A and B,  
United States and Canada, Sections C and D,  
NATO, Supply Code for Manufacturers

**1.1.2. SUBMISSION OF OPERATION AND MAINTENANCE DATA**

Submit operation and maintenance (O&M) data/manuals which are specifically applicable to this contract and a complete and concise depiction of the provided equipment or product. Data containing extraneous information to be sorted through to find applicable instructions will not be accepted. Present information in sufficient detail to clearly explain user O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal. Submit in accordance with this section and Section \=01300=\, "Submittals."

**1.1.2.1. Quantity**

Submit five copies of the manufacturers' O&M information specified herein for the components, assemblies, subassemblies, attachments, and accessories. The item for which O&M data/manual are required is listed in the technical section which specifies that particular item.

**1.1.2.2. Package Content**

For each product, system, or piece of equipment requiring submission of O&M data, submit the data package required in the individual technical section. Data package content shall be as required in the paragraph entitled "Schedule of Operations and Maintenance Data Packages."

**1.1.2.3. Delivery**

Submit O&M data to the Contracting Officer for review and acceptance; submit data specified for a given item within 30 calendar days after the item is delivered to the contract site.

- a. In the event the Contractor fails to deliver O&M Data/Manuals within the time limits set forth above, the Contracting Officer may withhold from progress payments 50 percent of the price of the item with which such data/manuals are associated.

**1.1.2.4. Changes to Submittals**

Manufacturer-originated changes or revisions to submitted data shall be furnished by the Contractor if a component of an item is so affected subsequent to acceptance of the O&M data. Changes, additions, or revisions required by the Contracting Officer for final acceptance of submitted data, shall be submitted by the Contractor within 30 calendar days of the notification of this change requirement.

### **1.3. TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES**

#### **1.3.1. Operating Instructions**

Include specific instructions, procedures, and illustrations for the following phases of operation:

##### **1.3.1.1. Safety Precautions**

List personnel hazards and equipment or product safety precautions for all operating conditions.

##### **1.3.1.2. Operator Prestart**

Include procedures required to set up and prepare each system for use.

##### **1.3.1.3. Startup, Shutdown, and Postshutdown Procedures**

Provide narrative description for each operating procedure including control sequence for each.

##### **1.3.1.4. Normal Operations**

Provide narrative description of normal operating procedures. Include control diagrams with data to explain operation and control of systems and specific equipment.

##### **1.3.1.5. Emergency Operations**

Include emergency procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include emergency shutdown instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance on emergency operations of all utility systems including valve locations and portions of systems controlled.

##### **1.3.1.6. Operator Service Requirements**

Include instructions for services to be performed by the operator such as lubrication, adjustment, inspection, and gage reading recording.

##### **1.3.1.7. Environmental Conditions**

Include a list of environmental conditions (temperature, humidity, and other relevant data) which are best suited for each product or piece of equipment and describe conditions under which equipment should not be allowed to run.

#### **1.3.2. Preventive Maintenance**

Include the following information for preventive and scheduled maintenance to minimize corrective maintenance and repair.

#### **1..3..2..1. Lubrication Data**

Include lubrication data, other than instructions for lubrication in accordance with paragraph entitled "Operator Service Requirements":

- a. A table showing recommended lubricants for specific temperature ranges and applications;
- b. Charts with a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities; and
- c. A lubrication schedule showing service interval frequency.

#### **1..3..2..2. Preventive Maintenance Plan and Schedule**

Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance and repair. Provide manufacturer's projection of preventive maintenance work-hours on a daily, weekly, monthly, and annual basis including craft requirements by type of craft. For periodic calibrations, provide manufacturer's specified frequency and procedures for each separate operation.

#### **1..3..3. Corrective Maintenance**

Include manufacturer's recommendations on procedures and instructions for correcting problems and making repairs.

##### **1..3..3..1. Troubleshooting Guides and Diagnostic Techniques**

Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or require replacement.

##### **1..3..3..2. Wiring Diagrams and Control Diagrams**

Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams, number electrical and electronic wiring and pneumatic control tubing and the terminals for each type, identically to actual installation numbering.

##### **1..3..3..3. Maintenance and Repair Procedures**

Include instructions and list tools required to restore product or equipment to proper condition or operating standards.

##### **1..3..3..4. Removal and Replacement Instructions**

Include step-by-step procedures and list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.

##### **1..3..3..5. Spare Parts and Supply Lists**

Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays. Special consideration is required for facilities at remote locations. List spare parts and supplies that have a long lead time to obtain.

#### **1..3..3..6. Corrective Maintenance Work-Hours**

Include manufacturer's projection of corrective maintenance work-hours including craft requirements by type of craft. Corrective maintenance that requires participation of the equipment manufacturer shall be identified and tabulated separately.

#### **1..3..4. Appendices**

Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:

##### **1..3..4..1. Parts Identification**

Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number which will cross-reference the illustrated part to the listed part. Parts shown in the listings shall be grouped by components, assemblies, and subassemblies.

a. Manufacturer's standard commercial practice: The parts data may cover more than one model or series of equipment, components, assemblies, subassemblies, attachments, or accessories, such as a master parts catalog, in accordance with the manufacturer's standard commercial practice.

b. Other than manufacturer's standard commercial practice: End item manufacturer may add a cross-reference to implement components' assemblies and parts requirements when implementation in manual form varies significantly from the style, format, and method of manufacturer's standard commercial practice. Use the format in the following example:

<u>End Item Manufacturer's Alphanumeric Sequence</u>	<u>Actual Manufacturer's Name and FSCM</u>	<u>Actual Manufacturer Part No.</u>
100001	John Doe & Co. 00000	2000002

List FSCM in accordance with \-DLA H4/H8-\.

##### **1..3..4..2. Warranty Information**

List and explain the various warranties and include the servicing and technical precautions prescribed by the manufacturers or contract documents to keep warranties in force. Include warranty information for primary components such as the compressor of air conditioning system.



**1..3..4..3. Personnel Training Requirements**

Provide information available from the manufacturers to use in training designated personnel to operate and maintain the equipment and systems properly.

**1..3..4..4. Testing Equipment and Special Tool Information**

Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.

**1..3..4..5. Contractor Information**

Provide a list that includes the name, address, and telephone number of the General Contractor and each subcontractor installing the product or equipment. Include local representatives and service organizations most convenient to the project site. Provide the name, address, and telephone number of the product or equipment manufacturers.

**1..4. SCHEDULE OF OPERATION AND MAINTENANCE DATA PACKAGES**

Furnish the O&M data packages specified in individual technical sections. The required information for each O&M data package is as follows:

**1..4..1. Data Package 1**

- a. Safety precautions
- b. Maintenance and repair procedures
- c. Warranty information
- d. Contractor information

**1..4..2. Data Package 2**

- a. Safety precautions
- b. Normal operations
- c. Environmental conditions
- d. Lubrication data
- e. Preventive maintenance plan and schedule
- f. Maintenance and repair procedures
- g. Removal and replacement instructions
- h. Spare parts and supply list
- i. Parts identification
- j. Warranty information
- k. Contractor information

**1..4..3. Data Package 3**

- a. Safety precautions
- b. Normal operations
- c. Emergency operations
- d. Environmental conditions
- e. Lubrication data
- f. Preventive maintenance plan and schedule
- g. Troubleshooting guides and diagnostic techniques
- h. Wiring diagrams and control diagrams
- i. Maintenance and repair procedures
- j. Removal and replacement instructions
- k. Spare parts and supply list
- l. Parts identification
- m. Warranty information
- n. Testing equipment and special tool information
- o. Contractor information

**1..4..4. Data Package 4**

- a. Safety precautions
- b. Operator prestart
- c. Startup, shutdown, and postshutdown procedures
- d. Normal operations
- e. Emergency operations
- f. Operator service requirements
- g. Environmental conditions
- h. Lubrication data
- i. Preventive maintenance plan and schedule
- j. Troubleshooting guides and diagnostic techniques
- k. Wiring diagrams and control diagrams
- l. Maintenance and repair procedures
- m. Removal and replacement instructions

- n. Spare parts and supply list
- o. Corrective maintenance man-hours
- p. Parts identification
- q. Warranty information
- r. Personnel training requirements
- s. Testing equipment and special tool information
- t. Contractor information

**1..4..5. Data Package 5**

- a. Safety precautions
- b. Environmental conditions
- c. Preventive maintenance plan and schedule
- d. Troubleshooting guides and diagnostic techniques
- e. Wiring and control diagrams
- f. Maintenance and repair procedures
- g. Spare parts and supply list
- h. Warranty information

**PART 2. PRODUCTS**

Not used.

**PART 3. EXECUTION**

Not used.